AI-28906 **2. A.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

2011 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-10-210-001-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 9-30-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	09/30/2011 11:31 AM
JC Carreon	JC Carreon	09/30/2011 11:55 AM
Auditor's Office	Arcilia Duran	09/30/2011 01:41 PM

Form Started By: Irma Castillo Started On: 09/30/2011 11:13 AM

Final Approval Date: 09/30/2011

Raul E. Sesin, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PLANNING DEPT.

DATE: Sept. 30, 2011

DEPARTMENT HEAD: Raul E. Sesin, P.E.

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 1-1100-419-10-210-001-0.___

SUBJECT: BUDGET LINE ITEM TRANSFER(S)
Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
1-1100-419-10-210-001-0-601	Office & Computer Supplies	→	1-1100-419-10-210-001-0-672	Eq & Veh R & M Supp	$76.00
					$76.00

Reason: Need monies to purchase a battery for Unit 87

_____
Department Head Signature

_____ _____ ____/____/____ _____
Approved Commissioners' Court Date Attest County Clerk

LIT100411

AI-28811 **2. B.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

2011 - Adult Probation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-00-320-001-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 09/29/2011.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/27/2011 10:11 AM
Ana Galvan	Anna Galvan	09/29/2011 11:54 AM
Auditor's Office	Angela Garcia	09/29/2011 02:22 PM
Ana Galvan	Anna Galvan	09/30/2011 11:54 AM

Form Started By: Diana Solis Started On: 09/27/2011 09:01 AM

Final Approval Date: 09/30/2011

DATE: September 27, 2011

DEPARTMENT HEAD: Arnold K Patrick

DEPARTMENT NAME: Adult Probation

ACCOUNT NUMBER: 1-1100-423-00-320-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1100-423-00-320-001-0-431	Repair & Maint Svcs - Bldgs	→	1-1100-423-00-320-001-0-601	Office Supplies	1,149.00
1-1100-423-00-320-001-0-855	Late Fees	→	1-1100-423-00-320-001-0-601	Office Supplies	100.00
1-1100-423-00-320-001-0-671	Repair & Maint Supplies - Bldgs	→	1-1100-423-00-320-001-0-601	Office Supplies	310.00
1-1100-423-00-320-001-0-531	Telephone	→	1-1100-423-00-320-001-0-622	Electricity	8,000.00
		→			
		→			
		→			
		→			
		→			
		→			
	TOTAL				$9,559.00

REASON: Transfer to #601 is to purchase office chairs for staff. Transfer to #622 is to pay the electricity bills.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT ___/___/___ **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-28795 **2. C.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Armando Barrera Jr. Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2011 - Tax Office (1246)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1246-415-15-140-003-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 09-29-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/26/2011 09:38 AM
Veronica Ortiz	Veronica Ortiz	09/29/2011 10:20 AM
Auditor's Office	Arcilia Duran	09/30/2011 09:59 AM

Form Started By: Mary Garcia Started On: 09/26/2011 08:48 AM

Final Approval Date: 09/30/2011

DATE: September 26, 2011

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 1-1246-415-15-140-003-0xxx

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:
20..
accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
601	OFFICE & COMPUTER SUPPLIES	665	MINOR COMPUTER EQUIPMENT	$2,168.34
601	OFFICE & COMPUTER SUPPLIES	661	INOR OFFICE FURNITURE & EQU	$188.46
			TOTAL	$2,356.80

REASON: **Transfer needed to purchase printers and to cover scanners.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-28882 **2. D.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Oscar Montoya Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2011 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1283-429-10-300-027-2-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 09/29/2011.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 09:10 AM
Ana Galvan	Anna Galvan	09/29/2011 11:08 AM
Auditor's Office	Arcilia Duran	09/30/2011 09:28 AM

Form Started By: SANDRA DELEON Started On: 09/29/2011 09:05 AM

Final Approval Date: 09/30/2011

DATE: September 28, 2011

DEPARTMENT HEAD: OSCAR D. MONTOYA

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

ACCOUNT NUMBER: 1-1283-429-10-300-027-2

SUBJECT: Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
339	Other Professional Services	748	Other Equipment	9,500.00
339	Other Professional Services	619	Other Misc Supplies	500.00
			TOTAL	10,000.00

REASON: TRANSFER IS BEING REQUESTED TO COVER PURCHASE OF PORTABLE RADIOS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-28868 **2. E.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Facilities Mgmt. Submitted By: Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Facilities Mgmt. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-40-220-001-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 09/28/11.

Attachments

Intradept Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 08:21 AM
Veronica Ortiz	Veronica Ortiz	09/29/2011 10:20 AM
Auditor's Office	Arcilia Duran	09/30/2011 08:53 AM

Form Started By: Olga Garza Started On: 09/28/2011 04:19 PM

Final Approval Date: 09/30/2011

DATE: October 4, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Facilities Mgmt.

ACCOUNT NUMBER: 1-1100-419-40-220-001-0-XXX

Contact Person: Olga Garza **Ph#:** (956) 292-7025 Ext. 5427

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
442	EQUIP & VEHICLE RENTALS	432	EQUIP & VEHICLE R & M SRV	2,000.00
452	BLDG ADDITIONS & RENOVATIONS	432	EQUIP & VEHICLE R & M SRV	700.14
609	AGRI & LANDSCAPPING SUPPLIES	631	BOTTLE WATER	700.00
604	MEDICAL & LAB SUPPLIES	630	FOOD	350.00
			TOTAL	3,750.14

REASON:

Intradepartmental Transfer to cover future expenses; (Object code 630 is to purchase gatorade for only the employees who work outside).

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28848 **2. F.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2011 - Texas Agrilife Extension (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-461-00-380-001-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 9-28-11

Attachments

Interdepartmental line item transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 02:12 PM
JC Carreon	JC Carreon	09/28/2011 02:25 PM
Auditor's Office	Arcilia Duran	09/30/2011 09:22 AM

Form Started By: Nora Linda Cruz Started On: 09/28/2011 01:44 PM

Final Approval Date: 09/30/2011

DATE: **September 28, 2011**

DEPARTMENT HEAD: **Barbara Storz**

DEPARTMENT NAME: **TEXAS AGRILIFE EXTENSION**

ACCOUNT NUMBER: **1-1100-461-00-380-001-0**

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
810	Dues & Membership	**671**	Bldng. & Other Struc R&M Supplies	$16.00
672	Equip & Vehicle R&M Supplies	**603**	Education / Instruction	**63.16**
640	Reference Materials	**603**	Education / Instruction	**$121.39**
442	Equip & Vehicle Rentals	**603**	Education / Instruction	**112.72**
			TOTAL	**297.27**

REASON: **To properly classify expenditures for educational materials needed for programs and presentations.**

Barbara C. Storz

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-28853 **2. G.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Yvonne Ramon Submitted By: Veronica Lopez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2011 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-414-00-130-001-0-XXX

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

336 --> 665 $600.00
336 --> 661 $718.64

Available balance as of 09/28/11

Attachments

Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 03:14 PM
Veronica Ortiz	Veronica Ortiz	09/29/2011 10:20 AM
Auditor's Office	Arcilia Duran	09/30/2011 09:24 AM

Form Started By: Veronica Lopez Started On: 09/28/2011 02:59 PM

Final Approval Date: 09/30/2011

DATE: **September 28, 2011**

2011
Transfer

AI- 28853

DEPARTMENT HEAD: **Yvonne Ramon**

DEPARTMENT NAME: **Elections Department**

ACCOUNT NUMBER: **1-1100-414-00-130-001-0-XXX**

Contact Person: Veronica Lopez **Ph#:** (956) 318-2570 Ext. 5715

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
336	Elections Dept- Computer Srv	665	Elections Dept- Minor Comp Equip	$12.00
336	Elections Dept- Computer Srv	661	Elections Dept- Minor Office Furniture and Equip	$718.64
			TOTAL	**$730.64**

REASON:
Transfer needed for minor comp. equipment and other expected expenditures.

Approved by

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28893 **2. H.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

2011 - Right of Way (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-260-001-0

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Available account balance as of 09-29-11

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 03:51 PM
Veronica Ortiz	Veronica Ortiz	09/30/2011 09:57 AM
Auditor's Office	Arcilia Duran	09/30/2011 10:00 AM

Form Started By: Rebecca Gomez Started On: 09/29/2011 03:14 PM

Final Approval Date: 09/30/2011

DATE: September 28,2011

DEPARTMENT HEAD: Jose N. Pena

DEPARTMENT NAME: Right Of Way

ACCOUNT NUMBER: 1-1200-431-00-260-001-0

SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Honorable Commissioners' Court Of Hidalgo County:

I submit to you for your consideration the following line item transfers in accordance with Local Government: Code, Chapter 111, Subchapter C.:

FROM: TO:

Account Number				
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
672	EQUIPMENT & VEHICLES R & M SUPPLIES	601	OFFICE & COMPUTER SUPPLIES	150.00
432	EQUIPMENT & VEHICLE R & M SERVICES	601	OFFICE & COMPUTER SUPPLIES	100.00
583	TRAVEL OUT OF COUNTY	346	HAULING & FREIGHT SERV	259.59
584	REGISTRATION FEES	346	HAULING & FREIGHT SERV	100.00
			TOTALS:	609.59

REASON: TO FINISH PAYING OUT PENDING INVOICES FOR THE YEAR

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-28864 **2. I.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

2011 - County Treasurer (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-16-150-001-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 09/29/2011.

Attachments

Line-Item100411

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 08:16 AM
Ana Galvan	Anna Galvan	09/29/2011 10:41 AM
Auditor's Office	Arcilia Duran	09/30/2011 08:44 AM

Form Started By: Fred Zamarripa Started On: 09/28/2011 04:09 PM

Final Approval Date: 09/30/2011

Date: October 4, 2011
Department Head: Norma G. Garcia
Department Name: Treasurer's Office
Account Number: -1100-415-16-150-001-0-

Subject: Budget Line-Item Transfer(s)

Honorable commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
OBJECT NUMBER	ACCOUNT (OBJECT) NAME		OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
550	Printing & Binding	- - >	640	Reference Materials	70.00
		- - >			
		- - >			
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				TOTAL	70.00

Reason:
To cover cost of referance materials for County Treasurer.

Norma G. Garcia
Hidalgo County Treasurer

Approved Commissioners' Court _____ Date _____ Attest County Clerk

AI-28821 **2. J.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - DBM W/C (2202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-2202-419-50-115-065-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 09/28/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/27/2011 05:00 PM
Ana Galvan	Anna Galvan	09/28/2011 04:57 PM
Auditor's Office	Arcilia Duran	09/30/2011 09:40 AM

Form Started By: Angela Garcia Started On: 09/27/2011 04:08 PM

Final Approval Date: 09/30/2011

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 09/27/11

DEPARTMENT HEAD: SERGIO CRUZ

DEPARTMENT NAME: DBM - WORKER'S COMP.

ACCOUNT NUMBER: 1-2202-419-50-115-065-0-XXX

CONTACT PERSON: ANGELA GARCIA

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
583	OUT OF COUNTY TRAVEL	626	GASOLINE/FUEL	1,500.00
			TOTAL	1,500.00

REASON: FUEL FOR REMAINDER OF THE YEAR

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-28862 **2. K.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2011 - Executive Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-413-00-125-001-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 9-29-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 08:15 AM
JC Carreon	JC Carreon	09/29/2011 10:52 AM
Auditor's Office	Arcilia Duran	09/30/2011 08:42 AM

Form Started By: Monica Badillo Started On: 09/28/2011 03:58 PM

Final Approval Date: 09/30/2011

DATE: **September 28, 2011**

DEPARTMENT HEAD: **VALDE GUERRA**

DEPARTMENT NAME: **EXECUTIVE OFFICE**

ACCOUNT NUMBER: **1-1100-413-00-125-001-0**

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
550	Printing & Binding	**583**	Travel out of county	**200.00**
581	Travel in county	**583**	Travel out of county	**300.00**
664	Other Minor Equipment	**583**	Travel out of county	**120.15**
601	Office and Computer Supplies	**672**	Eq. & Veh. R & M Supp.	**600.00**
584	Registration Fees	**583**	Travel out of county	**100.00**
584	Registration Fees	**529**	Surety/Notary Bonds	**200.00**
			TOTAL	**1,520.15**

REASON: **To reimburse Env. Comp. Monitor for travel; tires for F-150 vehicle for runner; Bond for CC7 Judge.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-28819 **2. L.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-013-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available account balance as of 9-28-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/27/2011 03:42 PM
JC Carreon	JC Carreon	09/28/2011 09:53 AM
Auditor's Office	Arcilia Duran	09/28/2011 02:03 PM

Form Started By: Mike Escaname Started On: 09/27/2011 03:34 PM

Final Approval Date: 09/28/2011

Date: September 27, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-013-0-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1293-441-00-340-013-0-531	TDH PHPSB-TELEPHONE	1-1293-441-00-340-013-0-211	TDH PHPSB-HEALTH INSURA	$150.00
			Amount	$ 150.00

Revenue Account
Amount Requested: $ 150.00

Reason: Line item transfer needed cover account deficit.
Grand period ended on 07/31/11; Needed to close out grant in GL.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-28841 **2. M.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2011 - County Clerk's (1238)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1238-415-40-180-004-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 09/29/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 11:58 AM
Ana Galvan	Anna Galvan	09/29/2011 10:21 AM
Auditor's Office	Angela Garcia	09/30/2011 01:55 PM

Form Started By: Rene Perez Started On: 09/28/2011 11:23 AM

Final Approval Date: 09/30/2011

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 9/27/2011

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 1-1238-415-40-180-004-0-

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	C.C. REC MGMT- OTHER	745	C.C.REC. MGMT- COMPUTER EQUIP.	$ 4,400.00
890	C.C. REC MGMT- OTHER	601	C.C. REC MGMT-OFFICE SUPPLIES	$ 1,500.00
			TOTAL	$5,900.00

REASON: To pay for upcoming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE ATTEST COUNTY CLERK

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-318-2105
www.hidalgocountyclerk.us

AI-28860 **2. N.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Noe Gonzalez, Judge Presiding Submitted By: Esther Contreras, 370TH DISTRICT COURT

Department: 370TH DISTRICT COURT

Information

CAPTION

2011 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-007-001-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 09/29/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 08:13 AM
Ana Galvan	Anna Galvan	09/29/2011 10:39 AM
Auditor's Office	Arcilia Duran	09/30/2011 08:40 AM

Form Started By: Esther Contreras Started On: 09/28/2011 03:44 PM

Final Approval Date: 09/30/2011

DATE: **September 28, 2011**

DEPARTMENT HEAD: **NOE GONZALEZ**

DEPARTMENT NAME: **370TH DISTRICT COURT**

ACCOUNT NUMBER: **1-1100-412-00-007-001-0-XXX**

SUBJECT: **Intradepartmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	OTHER	583	TRAVEL OUT OF COUNTY	$1,000.00
890	OTHER	584	REGISTRATION FEES	$600.00
890	OTHER	607	HOUSEHOLD & JANITORIAL SUPPLIES	$40.00
890	OTHER	630	FOOD	$300.00
890	OTHER	342	INFO & CREDIT SERVICES	$58.00
			TOTAL	**1,998.00**

REASON: **Transfer is needed for current and future expenditures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-28874 **2. O.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: 430th District Court, Judge Israel Ramon

Submitted By: Anna Galvan, BUDGET & MANAGEMENT

Department: 430TH DISTRICT COURT

Information

CAPTION

2011 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-010-001-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 09-29-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 08:25 AM
Veronica Ortiz	Veronica Ortiz	09/29/2011 10:27 AM
Auditor's Office	Arcilia Duran	09/30/2011 09:29 AM

Form Started By: Anna Galvan Started On: 09/28/2011 04:50 PM

Final Approval Date: 09/30/2011

BUDGET INTRADEPARTMENTAL TRANSFER

DATE: September 28, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Office

DEPARTMENT NAME: Dept. Of Budget & Management for 430th District Court

ACCOUNT NUMBER: 1-1100-412-00-010-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	OTHER	601	OFFICE & COMPUTER SUPPLIES	500.00
890	OTHER	630	FOOD	500.00
			TOTAL	1,000.00

REASON: Tranfer is needed to purchase office supplies & to pay food expenditures.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28797 **2. P.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Judge Rudy Gonzalez Submitted By: Dora Gutierrez, COUNTY COURT #1

Department: COUNTY COURT #1

Information

CAPTION

2011 - CCL #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-021-001-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 9-27-11

Attachments

BACK UP

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/26/2011 11:10 AM
JC Carreon	JC Carreon	09/27/2011 03:25 PM
Auditor's Office	Arcilia Duran	09/28/2011 01:58 PM

Form Started By: Dora Gutierrez Started On: 09/26/2011 10:20 AM

Final Approval Date: 09/28/2011

COUNTY COURT AT LAW NO. 1

SALARIES ANALYSIS WORKSHEET

As of 09/27/2011

Acct No: 1-1100-412-00-021-001-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular Full-Time	$233,230.00	$8,970.38	8.0	$71,763.08	$76,682.02	$4,918.94
TOTAL		**$233,230.00**	**$8,970.38**		**$71,763.08**	**$76,682.02**	**$4,918.94**

INTRA-DEPARTMENTAL TRANSFER

DATE: **October 3, 2011**

DEPARTMENT HEAD: **JUDGE RUDY GONZALEZ**

DEPARTMENT NAME: **COUNTY COURT AT LAW #1**

ACCOUNT NUMBER: **1-1100-412-00-021-001-0**

CONTACT PERSON: **DORA GUTIERREZ** PHONE: **956.318.2375**

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
113	REG F/T EMPLOYEES	336	COMPUTER SERVICES	$ 724.00
113	REG F/T EMPLOYEES	890	OTHER	$ 4,918.94
			TOTAL	$ 5,642.94

REASON: COURT NEEDS ADDITIONAL FUNDS TO COVER ADDITIONAL EXPENSES.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-28872 **2. Q.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: JP Pct. 2, Pl 2, Rosa E. Trevino Submitted By: Anna Galvan, BUDGET & MANAGEMENT

Department: J.P. 2, 2

Information

CAPTION

2011 - J.P. 2/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-064-001-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 9-29-11

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 08:24 AM
JC Carreon	JC Carreon	09/29/2011 10:55 AM
Auditor's Office	Arcilia Duran	09/30/2011 09:27 AM

Form Started By: Anna Galvan Started On: 09/28/2011 04:45 PM

Final Approval Date: 09/30/2011

DATE: September 26, 2011

DEPARTMENT HEAD: JOSE E. TREVINO

DEPARTMENT NAME: JP PCT. 2 PL. 2

ACCOUNT NUMBER: 1-1100-412-00-0101-001-0

Contact Person: Rachel Bueno Ph#: (956) 787-1986

SUBJECT: Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE		AMOUNT
5833	Travel out of County	4443	Equip. + Vehicle Rental	450.00
0833	Travel out of County	4001	Office + Computer Supplies	400.00
			TOTAL	850.00

REASON: Need to finish paying pending invoices.
Need to purchase office supplies to finish year.

DEPARTMENT HEAD SIGNATURE

09/26/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28901 **2. R.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Anthony Webber, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 CO 2010 A&B (1342)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-094-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 09-30-11

Attachments

LIT CO'S2010A&B

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/30/2011 10:57 AM
Veronica Ortiz	Veronica Ortiz	09/30/2011 11:54 AM
Auditor's Office	Angela Garcia	09/30/2011 01:55 PM

Form Started By: Anthony Webber Started On: 09/30/2011 10:00 AM

Final Approval Date: 09/30/2011

DATE: October 3, 2011 **MEETING REQUEST DATE:** October 4, 2011

DEPARTMENT HEAD: Commissioner Joel Quintanilla

DEPARTMENT NAME: Pct. #1 CO 2010 A&B

ACCOUNT NUMBER: 1-1342-431-00-121-094-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	1342	431	00	121	094	0	731	CO2010A&BCOL LUCERO	1	1342	431	00	121	094	0	733	CO2010A&B COL LUCERO	51,920.80
																		51,920.80

REASON: NEEDED TO CONSOLIDATE FROM OBJ 731 TO OBJ 733 FOR CLASSIFICATION PURPOSES

NOE MONTEZ

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-28907 **2. S.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Anthony Webber, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 2010 C.O.'s (1342)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-095-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 09-30-11

Attachments

2011-PCT1-CO'S (13X2)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	09/30/2011 11:32 AM
Veronica Ortiz	Veronica Ortiz	09/30/2011 11:54 AM
Auditor's Office	Angela Garcia	09/30/2011 01:55 PM

Form Started By: Anthony Webber Started On: 09/30/2011 11:14 AM

Final Approval Date: 09/30/2011

DATE: October 3, 2011 **MEETING REQUEST DATE:** OCT. 4, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: 2011-PCT1-CO'S (13 X 2) JE-

ACCOUNT NUMBER: 1-1342-431-00-121-095-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	1342	431	00	121	095	0	731	CO2010A&B COL ADAMS	1	1342	431	00	121	095	0	733	CO2010A&B COL ADAMS	31,695.22
																		31,695.22

REASON: NEEDED TO CONSOLIDATE FROM OBJ 731 TO OBJ 733 FOR CLASSIFICATION PURPOSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-28869 **2. T.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Patricia Balli, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-004-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 9-29-11

Attachments

2011 - PCT#1 ADM (1200)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 08:22 AM
JC Carreon	JC Carreon	09/29/2011 10:53 AM
Auditor's Office	Arcilia Duran	09/30/2011 08:54 AM

Form Started By: Patricia Balli Started On: 09/28/2011 04:30 PM

Final Approval Date: 09/30/2011

DATE: October 3, 2011 **MEETING REQUEST DATE:** October 4, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI# 28869

DEPARTMENT NAME: PCT #1 Administration JE-

ACCOUNT NUMBER: 1-1200-431-00-121-004-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1200	-431	-00	-121	-004	-0	432	Eq & Ven R&M Svr	1	-1200	-431	-00	-121	-004	-0	601	Office & Computer Supp	1,000.00
1	-1200	-431	-00	-121	-004	-0	442	Eq & Veh Rental	1	-1200	-431	-00	-121	-004	-0	601	Office & Computer Supp	500.00
1	-1200	-431	-00	-121	-004	-0	607	Househol & Janitorial Sup	1	-1200	-431	-00	-121	-004	-0	601	Office & Computer Supp	500.00
1	-1200	-431	-00	-121	-004	-0	780	Capital Lease	1	-1200	-431	-00	-121	-004	-0	601	Office & Computer Supp	3,000.00
1	-1200	-431	-00	-121	-004	-0	780	Capital Lease	1	-1200	-431	-00	-121	-004	-0	640	Reference Materials	10.00
																		5,010.00

REASON: PREPARING FOR PURCHASES AND SERVICES THAT ARE NEEDED.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-28851 **2. U.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Robert Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-005-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 09/29/2011.

Attachments

2011 - PCT#1 R&B (1200)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 02:41 PM
Ana Galvan	Anna Galvan	09/29/2011 10:27 AM
Auditor's Office	Arcilia Duran	09/30/2011 09:23 AM

Form Started By: Robert Elizondo Started On: 09/28/2011 02:25 PM

Final Approval Date: 09/30/2011

DATE: October 3, 2011 **MEETING REQUEST DATE:** October 4, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI# 28851

DEPARTMENT NAME: PCT #1 Road & Bridge JE-

ACCOUNT NUMBER: 1-1200-431-00-121-005-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1200	-431	-00	-121	-005	-0	711	ROW	1	-1200	-431	-00	-121	-005	-0	672	EQ & VEH R&M SUPP	6,000.00
1	-1200	-431	-00	-121	-005	-0	711	ROW	1	-1200	-431	-00	-121	-005	-0	432	EQ & VEH R&M SRV	3,700.00
																		9,700.00

REASON: PREPARING FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-28801 **2. V.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-122-001-0-113

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Lapsed funding available in object code 113, as of 09/26/2011. See attached analysis.

Attachments

LIT

Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/26/2011 03:02 PM
Rosalinda Cantu	Rosie Cantu	09/28/2011 09:01 AM
Auditor's Office	Arcilia Duran	09/28/2011 02:00 PM

Form Started By: Sylvia Solis Started On: 09/26/2011 01:48 PM

Final Approval Date: 09/28/2011

DATE: September 26, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 2 Sanitation

ACCOUNT NUMBER: 1-1100-432-00-122-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	REGULAR F/T EMPLOYEES	115	LONGEVITY PAY	1,000.00
113	REGULAR F/T EMPLOYEES	250	UNEMPLOYMENT COMP.	350.00
			TOTAL	1,350.00

REASON:

Intradepartmental Transfer to fund longevity pay expenditures for employee no(s) 034363 & 115622 and also to cover expenditures related to the unemployment deficit due to an increase in claims.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

SANITATION PCT. 2

SALARIES ANALYSIS WORKSHEET

As of 09/26/2011

Acct No: 1-1100-432-00-122-001-0XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular Full-Time	$635,556.00	$24,444.46	8.0	$195,555.69	$213,814.68	$18,258.99
TOTAL		**$635,556.00**	**$24,444.46**		**$195,555.69**	**$213,814.68**	**$18,258.99**

PCT. 2 ADMINISTRATION

SALARIES ANALYSIS WORKSHEET

As of 09/26/2011

Acct No: 1-1200-431-00-122-005-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular Full-Time	$516,967.00	$19,883.35	8.0	$159,066.77	$213,030.02	$53,963.25
114	Regular Part-Time	$0.00	$0.00	8.0	$0.00	$5,780.70	$5,780.70
115	Longevity Pay	$2,794.54	$116.44	6.0	$698.64	$634.49	($64.15)
118	Auto Allowance	$5,000.00	$192.31	8.0	$1,538.46	$2,192.29	$653.83
211	Health	$41,399.00	$1,724.96	6.0	$10,349.75	$18,803.48	$8,453.73
212	Life	$310.00	$25.83	3.0	$77.50	$144.10	$66.60
220	FICA	$40,143.00	$1,543.96	8.0	$12,351.69	$18,219.75	$5,868.06
230	Retirement	$50,377.00	$1,937.58	8.0	$15,500.62	$22,462.11	$6,961.49
250	Unemployment	$2,622.00	$100.85	8.0	$806.77	$1,169.91	$363.14
260	Workers Comp	$0.00	$0.00	8.0	$0.00	$0.00	$0.00
TOTAL		**$659,612.54**	**$25,525.27**		**$200,390.19**	**$282,436.85**	**$82,046.66**

PCT. 2 PARKS

SALARIES ANALYSIS WORKSHEET

As of 09/26/2011

Acct No: 1-1100-452-00-122-008-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular Full-Time	$341,558.00	$13,136.85	8.0	$105,094.77	$119,323.38	$14,228.61
115	Longevity Pay	$2,021.82	$84.24	6.0	$505.46	$1,163.58	$658.13
122	Temporary Part-Time	$0.00	$0.00	8.0	$0.00	$5,363.54	$5,363.54
211	Health	$47,650.00	$1,985.42	6.0	$11,912.50	$29,267.04	$17,354.54
212	Life	$357.00	$29.75	3.0	$89.25	$219.02	$129.77
220	FICA	$26,283.00	$1,010.88	8.0	$8,087.08	$11,994.71	$3,907.63
230	Retirement	$32,984.00	$1,268.62	8.0	$10,148.92	$19,108.56	$8,959.64
250	Unemployment	$1,718.00	$66.08	8.0	$528.62	$509.72	($18.90)
260	Workers Comp	$0.00	$0.00	8.0	$0.00	$0.00	$0.00
TOTAL		**$452,571.82**	**$17,581.83**		**$136,366.59**	**$186,949.55**	**$50,582.96**

AI-28803 **2. W.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Pct. #2 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 201 ACCT. #: 1-1200-431-00-122-005-0-114

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Lapsed funding available in object code 114, as of 09/26/2011. See attached analysis.

As of 09/12/2011, the only part-time in employee in the admin account became a regular full-time. No further expenditures will be charged to object code 114 (regular part-time).

Attachments

LIT

Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/26/2011 04:44 PM
Rosalinda Cantu	Rosie Cantu	09/28/2011 09:09 AM
Auditor's Office	Arcilia Duran	09/28/2011 02:02 PM
Dina Trevino	Merlen P. Munoz	09/28/2011 03:28 PM
Rosalinda Cantu	Rosie Cantu	09/29/2011 11:14 AM

Form Started By: Sylvia Solis Started On: 09/26/2011 02:34 PM

Final Approval Date: 09/29/2011

DATE: September 26, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 2 Administration

ACCOUNT NUMBER: 1-1200-431-00-122-005-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
114	REGULAR P/T EMPLOYEES	115	LONGEVITY PAY	100.00
			TOTAL	100.00

REASON:

Intradepartmental Transfer to fund longevity pay expenditures related to an employee (no. 115622) earning longevity pay that was transferred in from another department.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

PCT. 2 ADMINISTRATION

SALARIES ANALYSIS WORKSHEET

As of 09/26/2011

Acct No: 1-1200-431-00-122-005-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
114	Regular Part-Time	$0.00	$0.00	8.0	$0.00	$5,780.70	$5,780.70
TOTAL		**$0.00**	**$0.00**		**$0.00**	**$5,780.70**	**$5,780.70**

AI-28838 **2. X.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-123-008-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 09-29-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 11:00 AM
Veronica Ortiz	Veronica Ortiz	09/29/2011 10:23 AM
Auditor's Office	Arcilia Duran	09/30/2011 09:39 AM
Veronica Ortiz	Veronica Ortiz	09/30/2011 10:23 AM

Form Started By: Norma Ceballos Started On: 09/28/2011 10:38 AM

Final Approval Date: 09/30/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: October 4, 2011

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 1-1100-452-00-123-008-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
673	Pct #3 Parks- R&M Supplies	679	Pct #3 Parks - Other R&M Supplies	$ 400.00
673	Pct #3 Parks- R&M Supplies	855	Pct #3 Parks - Late Fee & Penalties	$ 60.00
673	Pct #3 Parks- R&M Supplies	432	Pct #3 Parks - Equip & Vehicle Srv	$ 600.00
671	Pct #3 Parks- Bldg & Other Struct	619	Pct #3 Parks - Other Misc.Supplies	$ 830.46
			TOTAL	**$ 1,890.46**

REASON: Expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28839 **2. Y.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-123-001-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 9-29-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 11:01 AM
JC Carreon	JC Carreon	09/28/2011 02:16 PM
Auditor's Office	Arcilia Duran	09/28/2011 02:19 PM
Dina Trevino	Merlen P. Munoz	09/28/2011 03:29 PM
JC Carreon	JC Carreon	09/29/2011 10:46 AM
JC Carreon	JC Carreon	09/29/2011 11:40 AM

Form Started By: Norma Ceballos Started On: 09/28/2011 10:46 AM

Final Approval Date: 09/29/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: October 4, 2011

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 1-1100-432-00-123-001-0

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
679	Pct #3 Sanitation - Other R&M Supplies	439	Pct #3 Sanitation- Other R&M Srv.	**$ 1,500.00**
739	Pct #3 Sanitation - Other Struc.	439	Pct #3 Sanitation- Other R&M Srv.	**$ 380.00**
			TOTAL	**$ 1,880.00**

REASON: To cover expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28846 **2. Z.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-005-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 09-29-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 02:07 PM
Veronica Ortiz	Veronica Ortiz	09/29/2011 10:25 AM
Auditor's Office	Arcilia Duran	09/30/2011 09:20 AM

Form Started By: Norma Ceballos Started On: 09/28/2011 01:35 PM

Final Approval Date: 09/30/2011

DATE: 10/04/11

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
673	Pct #3 Rd. Maint-R&B R&M Supplies	731	Pct #3 Rd. Maint-Roads	$ 10,000.00
673	Pct #3 Rd. Maint-R&B R&M Supplies	432	Pct #3 Rd. Equip & Veh R&M Service	$ 500.00
			TOTAL	**$ 10,500.00**

REASON: To cover expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28871 **2. AA.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Road Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-007-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 09-29-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 08:23 AM
Veronica Ortiz	Veronica Ortiz	09/29/2011 10:26 AM
Auditor's Office	Arcilia Duran	09/30/2011 09:26 AM

Form Started By: Jr. Munoz Started On: 09/28/2011 04:36 PM

Final Approval Date: 09/30/2011

DATE: 10/03/11 **AI#**

DEPARTMENT HEAD: Joseph Palacios, Commissioner

DEPARTMENT NAME: Hidalgo County Pct. #4 - Rd Maint

ACCOUNT NUMBER: 1-1200-431-00-124-007-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
				-
626	Gasoline / Diesel	433	R&B R&M Service	23,000.00
890	Other	748	Other Equipment	28,011.00
890	Other	741	Vehicles	27,675.46
				-
				-
				-
				-
			TOTAL	78,686.46

REASON: To cover day to day expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-28812 **2. BB.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-124-009-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 09-29-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/27/2011 10:13 AM
Veronica Ortiz	Veronica Ortiz	09/29/2011 10:22 AM
Auditor's Office	Arcilia Duran	09/30/2011 09:42 AM

Form Started By: Jr. Munoz Started On: 09/27/2011 09:37 AM

Final Approval Date: 09/30/2011

DATE: 10/03/11 **AI#**

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Parks

ACCOUNT NUMBER: 1-1100-452-00-124-009-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
439	Other R&M Srv	748	Other Equipment	10,000.00
			TOTAL	10,000.00

REASON:

To cover the purchase equipment.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-28856 **2. CC.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-005-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 9-29-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 03:23 PM
JC Carreon	JC Carreon	09/29/2011 10:47 AM
Auditor's Office	Arcilia Duran	09/30/2011 08:43 AM

Form Started By: Jr. Munoz Started On: 09/28/2011 03:15 PM

Final Approval Date: 09/30/2011

DATE: 10/03/11 **AI#**

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Administration

ACCOUNT NUMBER: 1-1200-431-00-124-005-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
743	Office Furn. & Equip	748	Other Equipment	1,175.00
				-
				-
				-
				-
				-
				-
				-
				-
			TOTAL	1,175.00

REASON: In order to reclassify P.O.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-28870 **2. DD.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-124-009-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 09/29/2011.

Attachments

Line item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 08:22 AM
Ana Galvan	Anna Galvan	09/29/2011 11:00 AM
Auditor's Office	Arcilia Duran	09/30/2011 08:55 AM

Form Started By: Jr. Munoz Started On: 09/28/2011 04:34 PM

Final Approval Date: 09/30/2011

DATE: September 28, 2011 **AI#** _____

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Parks

ACCOUNT NUMBER: 1-1100-452-00-124-009-0-XXX

SUBJECT: Intradepartmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
890	Other	741	Vehicles	30,000.00
890	Other	742	Heavy Equipment	53,000.00
			TOTAL	83,000.00

REASON: To cover the purchase equipment.

_____
DEPARTMENT HEAD SIGNATURE

_____ / / _____

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-28908 **3. A.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Pct. 1 Drain Improv. Proj. Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 CO's 2010 A & B (1342):
Approval of 2011 interdepartmental transfer from Pct. 1 Roads, program #041, to Bar Ditches, program #087, and HCCID #9 Drain Channels, program #092, in the amount of $23,000.00 to fund the Pct. 1 Drainage Improvement labor reimbursements for the month of August 2011 (PP #16 & 17).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-0XX-0-73X

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

program #041--> program #087 & 092 in the amount of $23,000.00 to fund the Pct. 1 Drainage Improvement labor reimbursements for the month of August 2011 (PP #16 & 17).

Attachments

Pct. 1 CO's 2010 Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/30/2011 01:14 PM
Budget & Management	Merlen P. Munoz	09/30/2011 01:15 PM
Sylvia Solis	Sylvia Solis	09/30/2011 01:39 PM
Auditor's Office	Angela Garcia	09/30/2011 01:55 PM

Form Started By: Ivan Cantu Started On: 09/30/2011 01:03 PM

Final Approval Date: 09/30/2011

DATE: October 4, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011
Interdepartmental Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 CO's 2010 A & B

ACCOUNT NUMBER: 1-1342-431-00-121-0XX-0-73X

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** (956) 292-7025 ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
1-1342-431-00-121-041-0- 731	CO 2010A & B-Pct. 1 Roads-	Roads	(23,000.00)
TO:			
1-1342-431-00-121-087-0- 733	CO 2010A & B-Pct. 1-Bar Ditches-	Drainage Ditches	17,000.00
1-1342-431-00-121-092-0- 733	CO 2010A & B-HCCID #9 Channels-	Drainage Ditches	6,000.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund the Pct. 1 Drainage Improvement Project labor reimbursements for the month of August 2011 (PP #16 & 17).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-28905 **3. B.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Pct. 1 Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 CO's 2010 A&B (1342):
Approval of 2011 interdepartmental transfer from Pct. 1 Roads, program #041, to Pct. 1 FM 493 (US 281-BUS 83) in the amount of $115,014.00 to fund Supplemental Agreement #1 to Work Authorization #2 in relation to completion of ROW Map by L & G Engineering for the FM 493 (US 281-BUS 83) project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

program #041 --> 053 in the amount of $115,014.00 to fund Supplemental Agreement #1 to WA #2 in relation to the FM 493 (US 281-BUS 83) project.

Refer to AI #28873, CC 10-4-11.

Attachments

Pct. 1 Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/30/2011 11:18 AM
Budget & Management	Angela Garcia	09/30/2011 11:31 AM
Sylvia Solis	Sylvia Solis	09/30/2011 11:52 AM
Auditor's Office	Angela Garcia	09/30/2011 01:55 PM

Form Started By: Ivan Cantu Started On: 09/30/2011 11:02 AM

Final Approval Date: 09/30/2011

DATE: October 4, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011
Interdepartmental Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 CO's 2010 A & B

ACCOUNT NUMBER: 1-1342-431-00-121-0XX-0-73X

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** (956) 292-7025 ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
1-1342-431-00-121-041-0- 731	CO 2010A & B-Pct. 1 Roads-	Roads	(115,014.00)
TO:			
1-1342-431-00-121-053-0- 841	CO 2010A & B-Pct. 1 FM 493 (US 281-BUS 83)-	Aid to Govt Agency	115,014.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To fund Supplemental Agreement #1 to WA #2 for L & G Engineering in relation to completion of ROW Map for the FM 493 (US 281-BUS 83) project.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-28850 **3. C.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Pct. #3 R&B (1200):
Approval of 2011 interdepartmental transfer from Precinct #3 Road Maintenance to Precinct #3 La Suena Subdivision in the amount of $7,846.23.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-005-0-673

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 9/28/11 are $47,164.70.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 02:40 PM
Perla Lopez	Perla Lopez	09/28/2011 04:48 PM
Auditor's Office	Arcilia Duran	09/30/2011 09:36 AM

Form Started By: Norma Ceballos Started On: 09/28/2011 02:11 PM

Final Approval Date: 09/30/2011

INTER-DEPARTMENTAL TRANSFER

DATE: October 4, 2011

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-673

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

AI - 28850

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
1-1200-431-00-123-005-0-673	PCT3 Rd Maint-R&B R&M Supplies	(7,846.23)
TO:		
1-1200-431-00-123-397-0-334	Pct3 La Suena Subd-Eng & Arch Services	7,846.23
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to fund additional services required.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-28787 **3. D.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Sergio Cruz Submitted By: Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #3 Sanitation (1100):
Approval of 2011 interdepartmental transfer from County Wide Administration to Precinct #3 Sanitation in the amount of $20,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011` ACCT. #: 1-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 9/23/11.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	09/26/2011 02:13 PM
Budget & Management	Merlen P. Munoz	09/26/2011 02:59 PM
Olga Garza	Olga Garza	09/27/2011 04:16 PM
Auditor's Office	Arcilia Duran	09/28/2011 02:15 PM

Form Started By: Perla Lopez Started On: 09/23/2011 09:43 AM

Final Approval Date: 09/28/2011

INTER-DEPARTMENTAL TRANSFER

DATE: October 4, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Budget & Management for Pct. #3 Sanitation (1100)

ACCOUNT NUMBER: 1-1100-415-00-115-002-0-899

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

AI - 28787

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
1-1100-415-00-115-002-0-899	CO Wide Adm-Contingency	(20,000.00)
TO:		
1-1100-432-00-123-001-0-421	Pct3 Sanitation-Disposal	20,000.00
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to cover disposal fees.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-28799 **3. E.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Rey Salazar Submitted By: Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TxDot Notes Payable (1315):
Approval of 2011 interdepartmental transfer from Precinct #1 TxDot FM 1015 to TxDot Notes Payable in the total amount of $65,375.17.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1315-431-00-121-034-0-841

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 9/26/11 are $65,375.17.

Attachments

Interdepartmental Transfer

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	09/26/2011 01:46 PM
Budget & Management	Merlen P. Munoz	09/26/2011 03:07 PM
Olga Garza	Olga Garza	09/27/2011 04:20 PM
Auditor's Office	Angela Garcia	09/30/2011 01:55 PM

Form Started By: Perla Lopez Started On: 09/26/2011 12:57 PM

Final Approval Date: 09/30/2011

INTER-DEPARTMENTAL TRANSFER

DATE: October 4, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Budget & Management for TxDot Notes Payable (1315)

ACCOUNT NUMBER: 1-1315-431-00-121-034-0-841

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

AI - 28799

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
1-1315-431-00-121-034-0-841	TXDOT-FM1015-AID TO GOVT AGENCY	(65,375.17)
TO:		
1-1315-471-00-000-000-0-862	TXDOT NOTES PAYABLE-OTHER DEBT PRINCIPAL	65,375.17
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to fund additional principal payment from unspent funds after project completion.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-28903 **4. A.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Sergio Cruz Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Public Defenders Dept. - Juvenile Section (1282):
Approval of 2011 interfund transfer from County Wide Administration (1100) to Public Defenders grant (1282) in the amount of $20,758.00 to fund the county's portion (local match - remaining balance).

BACKGROUND

Grant Amount: $243,033 1st Year award amount (80%)
Local Match: $ 60,758 1st year county match (20%)
$40,000 reserved (JE# 11003)
$20,758 is being transferred to fully fund the local match.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 9-30-11

Attachments

INTERFUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/30/2011 10:55 AM
Auditor's Office	Angela Garcia	09/30/2011 01:55 PM

Form Started By: Manuel Chapa Started On: 09/30/2011

Final Approval Date: 09/30/2011

DATE: September 30, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management
for Public Defenders

2011
Transfer

AI# 28903

ACCOUNT NUMBER: **1-1100-415-00-115-002-0-899**

CONTACT PERSON: Manuel Chapa **PHONE:** 292-7025 ext. 5760

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1100-415-00-115-002-0- 899	**CO WIDE ADM - CONTINGENCY**	**(20,758.00)**
1-1100-491-01-000-282-2- 891	**Transfers Out - Public Defenders**	**20,758.00**
1-1282-391-01-000-100-2- 000	**Transfers In - General Fund**	**20,758.00**
	TOTAL BUDGET INCREASE (DECREASE)	**20,758.00**

REASON: **To fund remaining county match balance for the Discretionary Grant Public Defender's Office - Juvenile Section. Total county match 60,758 (40,000 reserved already in JE#11003)**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-28852 **5. A.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 10-04-11

Pct 1 Water Service Availability 10-04-11

Pct 3 Cert Plat & Utility Status 10-04-11

Pct 2 & 4 Cert Plat & Utility Status 10-04-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 02:59 PM
Olga Garza	Olga Garza	09/28/2011 03:51 PM
Auditor's Office	Arcilia Duran	09/30/2011 08:36 AM

Form Started By: Irma Castillo Started On: 09/28/2011 02:39 PM

Final Approval Date: 09/30/2011

	PLANNING DEPT. PCT. 1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	San Juanita lopez	1-8375
2.		
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: Ocotber 04, 2011	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct ① 2 3 4

Application No: 1-8375

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Public Sewer
Date Approved:	/ /	9/28/2011

Name: SanJuanita López

Address: P.O Box 1103
Progreso Tx
78579

Phone: 956-756-4564

Water Supplier: Military Highway W.S.C.

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Cameron H I ,

on_____, 20_____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):
Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 1/21/2004);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Gilbert Peña);

Yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by);

No individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Gilbert Peña);

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
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956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-8375

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Sanguanita Lopez

Address: P.O Box 1103

Progreso tx. 78579

Phone: 756-4564

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Cameron lot # 1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

___ Subdivider
✓ Owner of lot in subdivision
___ Resident of lot in a subdivision
___ Entity that provides utility service

Requesting Party (Signature) — 9-27-11 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
✓ Other (describe) permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

9/28/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8375
Aug. 28, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

C0603-00-000-0001-00

[1] OWNER: LOPEZ, SAN JUANITA
PO BOX 158

PROGRESO TX 78579
Telephone No. 756-4564

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: MILI

[4] PURPOSE OF APPLICATION: MOVED BUILDING
06-RES.ADD./RENOVATIONS ETC.
[5] SIZE OF STRUCTURE: 720 Sq. Ft.

[6] USE OF BUILDING: MOBILE HOME ZONE B

[7] LEGAL DESC./NAME OF SUBDIVISION
CAMERON
LOT 1
B-06

LOCATION: 0 1015 & MALONE DR.

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $1,500

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 30' SIDE 6' CORNERSIDE 10'
18" TOP OF CURB

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: _____ Pct: 1

Community No.: _____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.
CHAPTER 11 SEC. 11.008 TEXAS PROPERTY CODE

WARRANTY DEED WITH VENDOR'S LIEN

Date: August 1, 2004

Grantor: Gildardo Cameron, Rosalinda Cameron, Manuel Gustavo Cameron, and Maria Del Carmen Cameron

Grantor's Mailing Address: 1211 Honey Tree, Weslaco, Hidalgo County, Texas 78596

Grantee: San Juanita Lopez

Grantee's Mailing Address: P. O. Box 1103, Progreso, Hidalgo County, TX 78579

Consideration: One Dollar ($1.00) and other good and valuable consideration and the further consideration of Fifteen Thousand Four Hundred Dollars and no/ 100's ($15,400.00) evidenced by one real estate lien note of even date herewith, payable to the order of Gilardo Cameron, Rosalinda Cameron, Manuel Gustavo Cameron, and Maria Del Carmen Cameron, bearing interest at the rate of 12% per annum, payable at 1211 Honey Tree, Weslaco, TX 78596 in 143 consecutive monthly installments of $202.27 each, including interest, commencing on or before September 1, 2004 and continuing on or before the same day of each and every month thereafter and one payment for the remaining balance of $201.23 due August 1, 2016, until all principal and interest are paid in full containing the usual clauses for acceleration at the option of the holder on default and for attorney's fees.

Property (including any improvements): Lot No. One (1), Cameron Subdivision, as recorded in Vol. 3, Page 27, of the map records, of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. All prior oil, gas and other mineral reservations and/or conveyances.
2. Oil and gas leases of record, if any.
3. Rights, rules, regulations and easements in favor of any water district in which the subject property may be located.
4. Building restriction of record, if any.
5. Easements of record and all visible easements.
6. Prorated taxes for the year 2004 and subsequent years which grantee herein hereby assumes and agrees to pay.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

To Grantor, a reservation of the vendor's lien and superior title to the property and its improvements until the note mentioned above has been fully paid according to its terms, at which time this deed will become absolute. Except as provided in the deed of trust, Holder's release of the lien will release this Vendor's Lien without the joiner of Grantor.

When the contest requires, singular nouns and pronouns, include the plural.

Gildardo Cameron
Gildardo Cameron

Manuel Gustavo Cameron
Manuel Gustavo Cameron

Rosalinda Cameron
Rosalinda Cameron

Maria del Carmen Cameron
Maria Del Carmen Cameron

(Acknowledgment)

This instrument was acknowledged before me on August 9, 2004 by Rolando Cameron Rosalinda Cameron, Manuel Gustavo Cameron and Maria del Carmen Cameron

Notary Public

AFTER RECORDING RETURN TO

Cameron Subdivision
1211 Honey Tree
Weslaco, TX 78596

PREPARED IN THE OFFICES OF:

Cameron Subdivision
1211 Honey Tree
Weslaco, TX 78596

NOTARY PUBLIC STATE OF TEXAS
RAMIRO GARZA
Notary Public, State of Texas
My Commission Expires
01-19-2005

	PLANNING DEPT. PCT. 1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	ABRAM CASTANEDA	1-8357
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: OCTOBER 04, 2011	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-8357

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		1258
Date Approved:	/ /	9/21/2011

Upon the application of:

Name: Abram Castaneda

Address: 1138 Bruce St
Mercedes Tx. 78570

Phone: 956-854-1270

Water Supplier: North Alamo

Utility Provider: [ ] M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

North Capisallo Dist. BIH # 2120

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

~~The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.~~

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

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Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-8357

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Abram Castaneda,

Known to me [*or* proved to me in the oath of TX 27033396 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: North Capisallo Dist."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

_____ (Signature)

SUBSCRIBED AND SWORN TO before me on September 19, 2011, to certify which, witnesses my hand and seal of office.

NORA GONZALEZ
My Commission Expires
February 14, 2015

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

DATE: MARCH 15, 2011

GRANTORS: YOLANDA FLORES HERNANDEZ, as her sole and separate property

GRANTOR'S MAILING ADDRESS: 424 N. FM 1015
Weslaco, Texas 78596
Hidalgo County

GRANTEE: ABRAM CASTANEDA, an unmarried man

GRANTEE'S MAILING ADDRESS: 1138 BRUCE STREET
MERCEDES, TEXAS 78570
Hidalgo County

CONSIDERATION: TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Being 2.00 acres of land situated in Hidalgo County, Texas, and being out of Farm Tract 2120, North Capisallo District Subdivision, as per map recorded in Volume 2, Page 7 of the Hidalgo County Map Records, and said 2.00 acre tract being more particularly described by metes and bounds in Tract 1B in Exhibit A attached to and made a part of this instrument, and described by the survey plat in Exhibit B attached to and made a part of this instrument.

RESERVATIONS AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Easements, rights-of-way, and prescriptive rights of record
2. All presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, which affect the property.
3. All rights obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any county water improvement district.
4. Subdivision regulations of the County of Hidalgo and/or ordinances or government regulations of the City holding extra-territorial jurisdiction.
5. Standby fees, taxes and assessments by any taxing authority for the year 2010, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
6. All of Record.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantees the Property, together with all and

singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no expresses or implied warranties except for limited warranties of title set forth in this deed.

When the context requires, singular nouns and pronouns include the plural.

Yolanda Flores Hernandez
YOLANDA FLORES HERNANDEZ

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared YOLANDA FLORES HERNANDEZ, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she has executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this 15th day of March 2011.

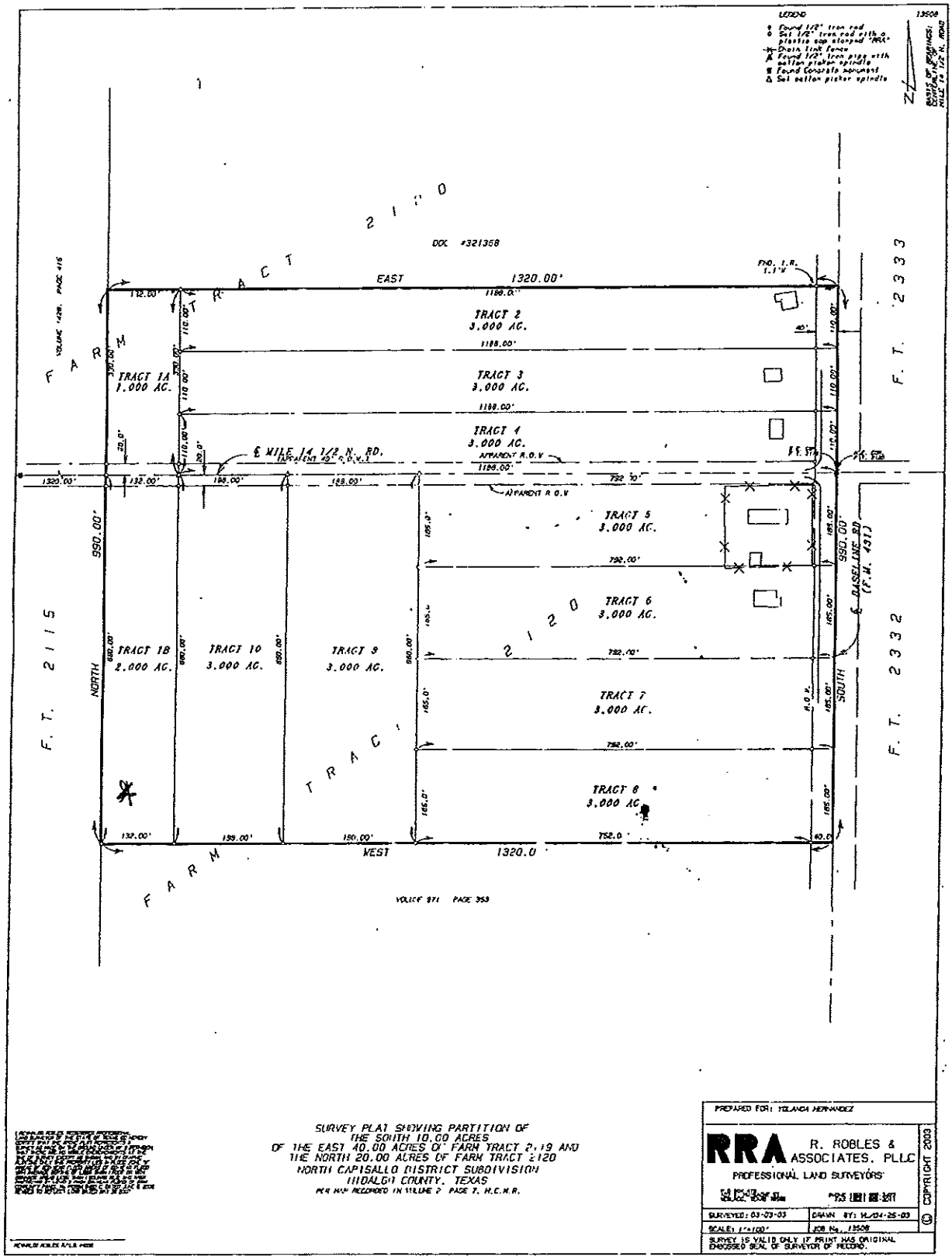
BELIA VENTO CANO
Notary Public, State of Texas
My Commission Expires
December 09, 2014

Belia Vento Cano
Notary Public, State of Texas
My Commission Expires: 12/09/14

AFTER RECORDING RETURN TO:

MICHAEL R. SALINAS
Attorney At Law
302A West Third Street
Mercedes, Texas 78570

EXHIBIT "B"



SURVEY PLAT SHOWING PARTITION OF
THE SOUTH 10.00 ACRES
OF THE EAST 40.00 ACRES OF FARM TRACT 2119 AND
THE NORTH 20.00 ACRES OF FARM TRACT 2120
NORTH CAPISALLO DISTRICT SUBDIVISION
HIDALGO COUNTY, TEXAS
PER MAP RECORDED IN VOLUME 2 PAGE 7, H.C.M.R.

PREPARED FOR: YOLANDA HERNANDEZ

RRA R. ROBLES & ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS

SURVEYED: 03-03-03	DRAWN BY: M./04-25-03
SCALE: 1"=100'	JOB No. 13508

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL EMBOSSED SEAL OF SURVEYOR OF RECORD.

© COPYRIGHT 2003

	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	FEDERICO GONZALEZ	3-11469
2.	CARLOS FLORES	3-11727
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: October 4, 2011	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 (3) 4

Application No: 3-1727
9/23/11

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of: Carlos Flores

Name: Carlos Flores

Address: 17004 Grapefruit Dr.
Edinburg Tx 78541

Phone: 956-580-1726
313-2558

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Agreement Authorized Signature
Inspection/Permit No:		
Date Approved:	1 1	9 12 11

Water Supplier: Sharyland

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 10032789410041305

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: North field AC #2 Lot 85,

on _____, 20_____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8-7-06);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Manbuto Gaur);

no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Agnete);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Antcns);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

_____ _____ _____
Planning Department Authorized Signature **Hidalgo County Judge** **Date**

ATTEST: _____ _____
Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 (3) 4

Application No: 3-11727

9/23/11

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Carlos Flores

Address: 17004 Grapefruit Dr.

Phone: 580-1726-
313-2558

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

North Field AC #2 Lot 85

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Carlos Flores
Requesting Party (Signature)

9-26-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) Permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

9/26/11
Date

County Official

DEED OF TRUST

Date: May 2, 2007

Grantor: CARLOS FLORES and ELVIRA G SOTOGrantor's Mailing Address (including county):
17004 GRAPEFRUIT DRIVE
Edinburg, Texas 78541
Hidalgo County, Texas

Trustee: Mark A. Twenhafel
Trustee's Mailing Address (including county):
323 Nolana
McAllen, Texas 78504
Hidalgo County, Texas

Beneficiary: Zar Mat Properties, a Texas General Partnership
Beneficiary's Mailing Address:

414 E. Dove
McAllen, Texas 78504

Note:

Date: May 2, 2007
Amount: Twenty-Five Thousand and 0/100 Dollars ($25,000.00)
Maker: CARLOS FLORES and ELVIRA G SOTO
Payee: Zar Mat Properties, a Texas General Partnership

Property (including any improvements):

Lot(s) 85, Northfield Acres Subdivision, Unit II, as shown by the map or plat thereof recorded in Volume 51, Pages 83-85, Map Records of Hidalgo County, Texas

Other Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated May 5, 2006, payable to the order of Lone Star National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1618700;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Northfield Acres Subdivision Unit II, as shown on the plat thereof, recorded in Volume 51, Pages 83-85, Map records of Hidalgo County, Texas; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor and Beneficiary covenant and agree as follows:

1. Payment. Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Deed of Trust shall be made in U.S. currency. However, if any check or other instrument received by Beneficiary as payment under the Note or this Deed of Trust is returned to Beneficiary unpaid, Beneficiary may require that any or all subsequent payments due under the Note and this Deed of Trust be made in one or more of the following forms, as selected by Beneficiary: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Beneficiary when received at the location designated in the Note or at such other location as may be designated by Beneficiary. Beneficiary may return any payment or partial payment if the payment or partial payments are insufficient to bring the Note current.

CARLOS FLORES

ELVIRA G SOTO

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 31st day of May, 2007, by CARLOS FLORES .

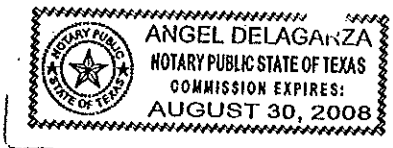


Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 31st day of May, 2007, by ELVIRA G SOTO .



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Zar Mat Properties
414 E. Dove
McAllen, Texas 78504

Software by ReMerge-It, LLC
(956) 630-9401
Sales@ReMerge-It.com

Chapter 232 Texas LGC Application

APPLICATION NO: 3-11727
Sep. 23, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

N4765-02-000-0085-00

[1] OWNER: FLORES, CARLOS

17004 GRAPEFRUIT DR.
EDINGBURG TX 78541
Telephone No. 580-1726

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES/ RV

[5] SIZE OF STRUCTURE: 2,288 Sq. Ft.

[6] USE OF BUILDING: RES. M/H ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
NORTHFIELD ACRES # 2 LOT 85
X-44

LOCATION: 0 MONTECISTO AND MOORFIELED

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $5,500

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
FRONT 25' BACK 45' SIDE 6 CONER 10
MUST COMPLY W/ALL COUNTY SETBACK AND REGULATION
18" TOP OF CURB

Prepared by — Date: 9/23/11

Approved by — Date: 6/24/11

Signature of Owner or Applicant — Date: 9-23-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0300 D Pct: 3

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 3-11469
6/17/11

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
		Kgonzalez
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Multi
Date Approved:	/ /	/ /

Name: Federico Gonzalez

Address: 2707 Arroyo Claro
Mission, TX 78572

Phone: 563-6792

Water Supplier: NA

Utility Provider: [ ]M.V.E.C. [T]AEP

Account/ESI No.: 100327894 — 1716645 95

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Prairie View Heights Ph 2 Lot 195,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 2/27/96);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Sandra Cantu Sandra Cantu);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by A Conde);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by A Antonio);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Sandra Cantu Sandra Cantu).

Sandra Cantu 9/26/11
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

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Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 (3) 4

Application No: 3-114469
6/17/11

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Federico Gonzalez

Address: 2707 Arroyo Claro
Mission, TX 78572

Phone: 583-6792

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Prairie View Heights Ph2 Lot 195

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__/__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

X Federico Gonzalez — Requesting Party (Signature)
9/26/11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__/__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__/__ Other (describe) Copy of permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

9/26/11 — **Date**

Sandra Cortez — **County Official**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Deed of Gift

Reserving a Life Estate

Date: April 29, 2010

Grantors: Federico Gonzalez Acevedo and wife, Maria G. Gonzalez

Grantors' Mailing Address: 107 Diaz Street
Rio Grande City, Texas 78582
Starr County

Grantee: Federico Gonzalez Garza

Grantee's Mailing Address: 107 Diaz Street
Rio Grande City, Texas 78582
Starr County

Consideration: The love and affection that I have for the Grantee herein

Property (including any improvements):

All of Lot One Hundred Ninety Five (195), PRAIRIE VIEW HEIGHTS PHASE II, an Addition to the City of Mission, Hidalgo County, Texas, according to the map recorded in Volume 30, Page 200, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty: None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever.

For Grantor and Grantor's assigns, reservations of the full possession, benefit, and use of the Property for the remainder of the life of Grantor, as a life estate.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared solely from information and on instructions given by the parties. No title examination was required in connection concerning the exchange of the above described property, nor was any made, the preparer expresses no opinion as to the title of the property, nor as to any taxes due on the property.

Federico Gonzalez Acevedo

Maria G. Gonzalez

STATE OF TEXAS)

COUNTY OF STARR)

This instrument was acknowledged before me on April 30, 2010, by Federico Gonzalez Acevedo.

MARIA C. BARRERA
Notary Public, State of Texas
My Commission Expires
December 01, 2013

Notary Public, State of Texas
My commission expires: 12/1/13

STATE OF TEXAS)

COUNTY OF STARR)

This instrument was acknowledged before me on April 30, 2010, by Maria G. Gonzalez.

MARIA C. BARRERA
Notary Public, State of Texas
My Commission Expires
December 01, 2013

Notary Public, State of Texas
My commission expires: 12/1/13

Chapter 232 Texas LGC Application

APPLICATION NO:
3-11469
Jun. 17, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

P8115-02-000-0195-00

[1] OWNER: GONZALEZ, FEDERICO & MARIA
2707 ARROYO CLARO

MISSION, TX 78572
Telephone No. 563-6792

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,653 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
PRAIRIE VIEW HEIGHTS PH 2
LOT 195 C-01

LOCATION: 0 ABRAM RD & EXP 83

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $60,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 25' SIDES 6' REAR 15'
18 INCHES ABOVE TOP OF CURB.

Sandra Cantu — Prepared by — 6/17/11 — Date

R. Cantu — Approved by — 6/17/11 — Date

Claudia Carrasco — Signature of Owner or Applicant — 6-17-11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [ ]

Flood Zone: NO 0400C
Panel No. /Suffix:_____ Pct: 3

Community No.: 480334

Certification of Elevation
Required: ____YES ✓ NO ____BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

	PCT. 2 & 4 PLANNING CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Jesus Flores	1-8271
2.	Sonia Llanos	4-10922
3.	Laura E. Villanueva	4-11002
4.	Manuel Cantu	4-11006
5.	Antonio Rubalcaba	4-11003
6.	Yadira Mendez	2-1345
	COMM. COURT: October 4, 2011	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-8271

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Jesus Flores

Address: 901 E. Thomas Rd #212 Pharr, Tx. 78573

Phone: (956) 440-6252

Approved by Environmental Health:	Temporary Service	Final Service
	—	[signature]
	Authorized Signature	Authorized Signature
Inspection/Permit No:	—	Revision
Date Approved:	/ /	9/12/11

Water Supplier: North Alamo Water

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as Oakhill Ranch Ph II Lot #95 - 23211 ~~Tbd~~ Oak Knoll Dr. Monte Alto, Tx. 78538,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 04-07-08);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Henry Cerda);

no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by [signature] 9-22-11);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by [signature] 9-22-11);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Mario Cerda);

[signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
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956-318-2844

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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 1-8271

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Jesus Flores

Address: 901 E. Thomas Rd. #212 - Pharr, TX. 78573

Phone: (956) 460-6052

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Ph II Oak Hill Ranch Lot #95 - 23211 Oak Knoll Dr., Monte Alto. TX. 78538

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ____ Subdivider
- ✓ Owner of lot in subdivision
- ____ Resident of lot in a subdivision
- ____ Entity that provides utility service

Requesting Party (Signature) — Date: 9/19/2011

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- ✓ Other (describe) PMT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

09/28/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8271
Aug. 19, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

O0557-02-000-0095-00

[1] OWNER: FLORES, JESUS

901 E. THOMAS
PHARR, TX 78573
Telephone No. 460-6252

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 2,474 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
OAKHILL RANCH LOT#95

LOCATION: 0 FM 88 & MILE 19

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $160,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 100' REAR 15' SIDES 20' FINISH FLOOR ELEV
18" ABOVE CENTERLINE OF ST.

Prepared by — Date: 8/19/11

Approved by: Aaron Hernandez — Date: 8/16/11

Signature of Owner or Applicant: + Fatima Lara — Date: +8/19/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350 C Pct: 1

Community No.: 480334

Certification of Elevation Required: ____YES ✓ NO ____BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

2075528

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: February 8, 2010

Grantor: Jack McClelland
Grantor's Mailing Address:
2614 West Freddy Gonzalez
Edinburg, Texas 78539

Grantee: Jesus Flores and Marisol Flores

Grantee's Phone Number: (956) 460-5262
Grantee's Mailing Address (including county):
901 E. Thomas Rd.
Pharr, Texas 78577
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Forty-Eight Thousand Nine Hundred Dollars and No Cents ($48,900.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan D. Monroe, Trustee.

Property (including any improvements):

> Lot(s) 95, Oak Hill Ranch Phase II Subdivision, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 55, Pages 41-46, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;

8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Oak Hill Ranch Phase II Subdivision, as shown on the plat thereof, recorded in Volume 55, Pages 41- 46, Map records of Hidalgo County, Texas;
12. Subdivision Restrictions filed for record under in the Office of the County Clerk of Hidalgo County, Texas under clerk's document number 1882643;
13. A lien securing a promissory note (the "Prior Note"), dated December 19, 2007, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1839107. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

If this interest is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the Lease.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular

purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Jack McClelland

Jack McClelland

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 9th day of February, 2010, by Jack McClelland.

Norma Price

Notary Public, State of Texas

NORMA PRICE
Notary Public, State of Texas
My Commission Expires
4-22-2011

AFTER RECORDING RETURN TO:

Jack McClelland
2614 West Freddy Gonzalez
Edinburg, Texas 78539

Software by ReMerge-It, LLC
(956) 630-9401
Sales@ReMerge-It.com

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10922
08-24-11

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Sonia Llanos

Address: PO Box 887
laBlanca TX
78558

Phone: 956-239-5663

Approved by Environmental Health:	Temporary Service	Final Service
	—	48703
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	9/22/11

Water Supplier: N/A

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Tropicana Lot #12,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 07-14-80);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Mary Cavazos);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Rubi Hernandez 9-22-11);

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Rubi Hernandez 9-22-11);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Mary Cavazos);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10922
08-24-11

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Sonia Llanos

Address: Po Box 807
La Blanca Tx 78558

Phone: 956-239-5663

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Sub Tropicana. Lot 12

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
✓ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Sonia Llanos — Requesting Party (Signature)
09/28/2011 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
✓ Other (describe) PMT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

09/28/2011 — **Date**

_____ — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10922
Aug. 24, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

T7950-00-000-0012-00

[1] OWNER: LLANOS, JULIO M & SONIA

PO BOX 887
LA BLANCA, TX 78558-0887
Telephone No. 239-5663

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 1,200 Sq. Ft.

[6] USE OF BUILDING: NEW RES. CONST.

[7] LEGAL DESC./NAME OF SUBDIVISION
TROPICANA LOT 12

LOCATION: 0 107 & 493

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $30,000

[11] SPECIAL FLOOD HAZARD AREA: ✓ YES ____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:25' BACK:15' SIDE:6' SIDE:6'
FLOODZONE:AH

Prepared by — Date: 8/24/11

Approved by: Rudy Rios — Date: 8/19/11

Signature of Owner or Applicant — Date: 8/24/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix: 0350 C
Pct: 4
Community No.: 480334

Certification of Elevation Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

128 - WARRANT: DEED

TEXAS STANDARD FORM

The State of Texas, } Know All Men by These Presents:
County of Hidalgo } 899539

THAT Isidro G. Zara and Francisca Zara, Husband and Wife

of the County of Hidalgo State of Texas for and in consideration

of the sum of Ten and no/100ths----------($10.00)-------- DOLLARS

to in hand paid by Julio M. Llanos and Sonia M. Llanos the receipt acknowledged and confessed. as follows:

ha Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

Julio M. Llanos and Sonia Llanos husband and Wife

whose mailing address is P.O. Box 887 La Blanca, Texas 78558

of the County of Hidalgo State of Texas all that certain

Lot Twelve (12) , TROPICANA SUBDIVISON, Hidalgo County,Texas as per mpa recorded in Volume 21 , Page 112, Map Records, Hidalgo County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

Julio M.LlaNOS AND Sonia M. Llanos husband and Wife

heirs and assigns forever and do hereby bind

heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS hand at Edcouch Texas 78539

this 23rd day August 19 96

Witness at Request of Grantor:

Isidro G. Zara Francisca Zara

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF }

This instrument was acknowledged before me on the 23rd day of August 1996,

by Isidro G. Zara and Wife Francisca Zara husband

My commission expires:

Nov 1996

Notary Public, State of Texas

Notary's printed name: A. Patricia Villarreal

STATE OF TEXAS
COUNTY OF

(Acknowledgment)

This instrument was acknowledged before me on the day of , 19 ,
by

My commission expires:

Notary Public, State of Texas
Notary's printed name:

STATE OF TEXAS
COUNTY OF

(Acknowledgment)

This instrument was acknowledged before me on the day of , 19 ,
by

My commission expires:

Notary Public, State of Texas
Notary's printed name:

STATE OF TEXAS
COUNTY OF

(Acknowledgement)

This instrument was acknowledged before me on the day of , 19 ,
by

My commission expires:

Notary Public, State of Texas
Notary's printed name:

Filed for Record in:
Hidalgo County
by Juan D. Salinas III
County Clerk
On: Aug 24,2000 at 09:51A

As a
Recording

Document Number: 899539
Total Fees : 9.00

Receipt Number - 299754
By,
MANNY CANTU

128

Warranty Deed

FROM
Isidro G. Zara and Francisca Zara

TO
Julio Llanos and Sonia M. Llanos
P.O. Box 887 La Blanca, Texas

FILED FOR RECORD 70558

This ..... day of ..... 19 .....

at ..... o'clock ..... M.

..... County Clerk

By ..... Deputy

RECORDED

..... 19 .....

In ..... County Records

In Book ..... , on Page .....

..... County Clerk

By ..... Deputy

Recording Fee $ .....

This instrument should be filed immediately with the County Clerk for record.

WHEN RECORDED RETURN TO:

THE ODEE COMPANY, Publishers, Dallas

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11002

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	1 1	09/26/11

Name: Laura E. Villanueva

Address: 6703 N. Doolittle Rd.
Edinburg, Tx. 78542

Water Supplier: NAW

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

Phone: (956) 358-3312

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Los Nogales Sub. Lot #64,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-16-01);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Monica Cardenas);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

_____ _____ _____

Planning Department Authorized Signature **Hidalgo County Judge** **Date**

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11602

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Lauro E. Villanueva

Address: ~~P.O. Box 9~~ 6203 N. Doolittle Rd.
Edinburg, Tx. 78542

Phone: (956) 358-3312

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Los Nogales Sub. Lot #64

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__/__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

X Lauro E Villanueva 9-26-11
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__/__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__/__ Other (describe) PMT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

09/28/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11002
Sep. 26, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

L6306-01-000-0064-00

[1] OWNER: VILLANUEVA, LAURO E.

6703 N. DOOLITTLE RD.
EDINBURG, TX 78541-8482
Telephone No. 358-3312

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: RESD. ADDITION
23- MOBILE HOME/ ADD. & RENOVATIONS

[5] SIZE OF STRUCTURE: 1,056 Sq. Ft.

[6] USE OF BUILDING: MOBILE HOME ADDITION.

[7] LEGAL DESC./NAME OF SUBDIVISION
LOS NOGALES PH 1 LOT 64

LOCATION: 0 KENYON & SCHUNIOR

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $12,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:25' BACK:27' SIDE:6' SIDE:6'
18" ABOVE THE STRETT. FLOODZONE:X

Prepared by — Date: 9/24/11

Approved by: Rudy Rios — Date: 9/26/11

Signature of Owner or Applicant — Date: 9-26-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325 D Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

1383511

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: September 10, 2004

Grantor: PIEDRA GRANDE, INC., A TEXAS CORPORATION

Grantor's Mailing Address:

PIEDRA GRANDE, INC., A TEXAS CORPORATION
907 South Cage
Pharr, Texas 78577
Hidalgo County

Grantee: LAURO E. VILLANUEVA

Grantee's Mailing Address:

LAURO E. VILLANUEVA
P O Box 2252
Edinburg, Texas 78540
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of ELEVEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS ($11,900.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DENISE YVETTE GUERRA, Trustee

Property (including any improvements):

Lot (64), LOS NOGALES SUBDIVISION PHASE I, Hidalgo County, Texas, according to the map thereof recorded in Volume 38, Pages 130-133, Map Records of Hidalgo County, Texas.

Reservations from Conveyance:

All oil, gas leases and drilling agreement of records, if any;

Easements of record, if any;

Easements and conditions as may be contained in plat of said subdivision, if any.

Easements, rights, rules, and regulations in favor of pertaining water district, if any.

All visible easements and restrictions of record, if any.

Taxes for the year 2001 and subsequent years which Grantee assumes and agrees to pay.

Ownership of all oil, gas and other minerals; and right of all parties claiming by, through or under said mineral owner(s).

Exceptions to Conveyance and Warranty:

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

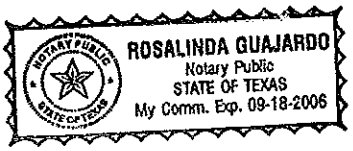
HECTOR GUERRA, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on September 10, 2004 by HECTOR GUERRA, Vice President.

Rosalinda Guajardo
Notary Public, State of Texas



PREPARED IN THE OFFICE OF:

GUERRA CONSTRUCTION
907 South Cage
Pharr, Texas 78577

AFTER RECORDING RETURN TO:

LAURO E. VILLANUEVA
P O Box 2252
Edinburg, Texas 78539

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Sep 20,2004 at 03:00P

As a Recording

Document Number: 1385511
Total Fees : 18.00

Receipt Number - 617509
By,
Anna Maria Muniz, Deputy

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11006,

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		EXISTING
Date Approved:	/ /	9/27/11

Name: Manuel Cantu

Address: 21212 Skinner Rd
Edinburg Tx ~~78539~~
~~78541~~ 78542

Phone: 956-239-52-74

Water Supplier: NAWS.

Utility Provider: [ ] M.V.E.C. [ ] AEP

Account/ESI No.: 258257-001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Rio Bravo Ranch Ph I Lot# 67,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 05-28-2002);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Nancy Cerda);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 9-27-11);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Nancy Cerda);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-11006

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Manuel Canto

Address: 2212 Skinner Rd
Edinburg tx 78542

Phone: 956 239-52-74

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Rio Bravo Ranch PNT Lot #67

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__/__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

X Manuel Canto — Requesting Party (Signature)
9-27-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__/__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__/__ Other (describe) PMT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

09/28/2011 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11006
Sep. 27, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

R2930-01-000-0067-00

[1] OWNER: CANTU, MANUEL

21212 SKINNER RD.
EDINBURG, TX. 78541
Telephone No. 239-5274

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29- RESIDENTIAL MOVE-IN/RELO.BUILD

[5] SIZE OF STRUCTURE: 960 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL X-29

[7] LEGAL DESC./NAME OF SUBDIVISION
RIO BRAVO RANCH PH.1 LOT#67
2/23/6/NW/F

LOCATION: 0 M.CRISTO & SKINNER

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $4,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 20' SIDES 6' 18" TOP OF CURB

Edgar Isidro — Prepared by — 9-27-11 Date

Aarron Hernandez — Approved by — 9-21-11 Date

X Manuel Cantu — Signature of Owner or Applicant — 9-27-11 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$60.00**

Light [X] Water [X]

Flood Zone: NO X-29
Panel No. /Suffix: _____ Pct: 4

Community No.: 480334 -0325

Certification of Elevation
Required: _____YES ___✓___NO _____BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: September 1, 2011

Grantor: Hidalgo Affordable Housing, LTD.

Grantor's Mailing Address (including county):

5711 North 10th Street
McAllen, Texas 78504
Hidalgo County, Texas

Grantee: Manuel Cantu

Grantee's Mailing Address (including county):
21212 Skinner Rd.
Edinburg, TX 78541
Hidalgo County

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of **Thirty One Thousand Dollars and 00/100 ($31,000.00)** and is executed by Grantee, payable to the order of Hidalgo Affordable Housing, LTD. The note is secured by a vendor's lien retained in favor of Hidalgo Affordable Housing, LTD. in this deed and by a deed of trust of even date from Grantee to William A. Schwarz, Trustee.

Property (including any improvements):

Lot 67, Rio Bravo Ranch, No. 1, Hidalgo County, Texas as per the map or plat thereof on file and of record in Volume 40, Page 13 through 17, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Mineral reservations and conveyances of record.

2. Easements of record.

3. Subdivision restrictions of record as instrument number 1086997, Official Records, Hidalgo County, Texas.
4. Deed of Trust filed of record as instrument number 1061583, Official Records, Hidalgo

County, Texas to secure Texas State Bank in the payment of a Real Estate Lien Note in the principal amount of $366,300.00 which, including any extensions thereof, Grantor agrees to pay as and when same becomes due and payable. If Grantee should pay the Vendor's Lien Note described herein in full, Grantor shall procure a Partial Release of such lien.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

HIDALGO AFFORDABLE HOUSING LTD.
By: B & MJ LLC., General Partner

By: William A. Schwarz, President

(Acknowledgment)

State of Texas §
§
County of Hidalgo §

This instrument was acknowledged before me on the 1st day of September 2011, by WILLIAM A. SCHWARZ, President, B & MJ LLC.

LAWRENCE ARTHUR LYON
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 10, 2014

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Rio Bravo Ranch
5711 N. 10th Street
McAllen, Texas 78504

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-11003
09-26-11

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Pre-Install
Date Approved:	/ /	09/26/11

Name: Antonio Rosales

Address: 5365 83 RD ST
Edinburg TX
78539

Phone: 956 961-2098

Water Supplier: N/A

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: #2580504

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Encore Ranches Lot #05,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-10-09);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Maya Perez);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maria Cerda);

_____ _____ _____

Planning Department Authorized Signature **Hidalgo County Judge** **Date**

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11003

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Antonia Rebolledo

Address: 536 S 83 RD E Edinburg TX 78539

Phone: 961-2098

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Encore Ranchos lot # 05

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Antonia Rebolledo — Requesting Party (Signature)
9-26-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) Post

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

09/28/2011
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11003
Sep. 26, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

E5977-00-000-0005-00

[1] OWNER: RUBALCABA, ANTONIO LOPEZ

536 S. 83RD ST.
EDINBURG, TX. 78539
Telephone No. 961-2098

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44- MOBILE HOMES

[5] SIZE OF STRUCTURE: 224 Sq. Ft.

[6] USE OF BUILDING: RES.MH.ZONE.X

[7] LEGAL DESC./NAME OF SUBDIVISION
ENCORE RANCHES LOT 05

LOCATION: 0 CURRY & 83RD

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $6,720

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLYN W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS.FRONT 35' SIDE 6' REAR
35' . 18" ABOVE CNRL OF ST.

Prepared by — 09/26/11 Date

A. Hernandez
Approved by — 09/27/11 Date

Signature of Owner or Applicant — 9 26 2011 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$60.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325 D. Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

COPY

RE: Lot 5, Encore Ranches Subdivision Hidalgo County, Texas, Doc No. 2051118, Official Rec Hid Cty TX

NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Special Warranty Deed with Vendor's Lien

1. Date: June 13, 2011 2241783

2. Grantor: Garco, Ltd., A Texas Limited Partnership

3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539

4. Grantee: ANTONIO LOPEZ RUBALCABA

5. Grantee's Mailing Address: 2714 N. Bahi, Donna, Hidalgo County, Texas 78537

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of TWENTY THREE THOUSAND FOUR HUNDRED AND NO/100THS DOLLARS ($23,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.

7. Property: Lot Five (5), ENCORE RANCHES SUBDIVISION,, Hidalgo County, Texas, as per map or plat thereof recorded in Instrument No. 2051118, Map Records of Hidalgo County, Texas;

8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:

   A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.

   B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.

   C. Anything an on-the-ground A-1 survey would reveal.

   D. The taxes for the year 2011 and subsequent years.

   E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.

   F. **Right of First Refusal.** If Grantee desires to sell or otherwise transfer any interest in the property herein described, Grantor shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon Grantor's failure to meet such offer in writing within 30 days after written notice thereof from Grantor to Grantee, Grantee may sell the property to the third party in accordance with his offer.

9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B" hereto attached and made a part hereof for all purposes.

10. Prior Liens: Deed of Trust recorded under Document #2020036 , Official Records, Hidalgo County, Texas

11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):

12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.

13. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed will become absolute.

14. Non-examination of Title: NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.

15. Miscellaneous: When the context requires, singular nouns and pronouns include the plural.

16. Signature:

Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company

By: _____
Richard A. Garza, President

The State of Texas

County of Hidalgo

(Acknowledgment)

This instrument was acknowledged before me on the 14th day of June, 2011, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.

(SEAL)

YOLANDA FLORES
Notary Public, State of Texas
My Commission Expires
July 31, 2012

Yolanda Flores
Notary Public, State of Texas
My Commission Expires: July 31 2012

After Recording Return To:

GARCO, LTD
3910 W. Freddy Gonzalez
Edinburg, Texas 78539

Filed for Record in:
Hidalgo County
Arturo Guajardo Jr.
On: Sep 16,2011 at 10:45A
As a Recording
Document Number: 2241783
Fees 28.00
Receipt Number - 1224260
By, Ismael Hidalgo, Deputy

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 (2) 3 4

Application No: 2-1345

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer Existing - System
Date Approved:	/ /	09/27/11

Name: Yadira Mendez

Address: Campo Alto Lot 54 y 55 2nd st Alamo 78516.

Water Supplier: WAWS

Utility Provider: [ ] M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

Phone: (956) 475-8686 " " 515-4798

regarding the land described as: Campo Alto Lot # 54 & 55,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 02-7-56);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Maura Cerda);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maura Cerda);

Planning Department Authorized Signature | **Hidalgo County Judge** | **Date**

ATTEST: _____ **Hidalgo County Clerk** | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 2-1345

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Yadira Mendez.

Address: 2nd St Alamo 78516

Phone: (956) 515-4798

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Campo alto #lot 54/55 495 y 2nd st.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

___ Subdivider
__✓__ Owner of lot in subdivision
___ Resident of lot in a subdivision
___ Entity that provides utility service

X Yadira Mendez — Requesting Party (Signature)

9/27/11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
___ Other (describe) PMT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

09/28/11 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
2-1345
Sep. 23, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

C0800-00-000-0054-00

[1] OWNER: MENDEZ, JOSE SAMUEL & YADIRA
2ND ST.
ALAMO, TX 78516
Telephone No. 515-4798

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44- MOBILE HOMES

[5] SIZE OF STRUCTURE: 560 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-B

[7] LEGAL DESC./NAME OF SUBDIVISION
CAMPO ALTO LOT 54-55

LOCATION: 0 495 & 2ND ST.

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $3,800

[11] SPECIAL FLOOD HAZARD AREA: ✓ YES ___ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 15'

Alan Castillo 9-23-11
Prepared by Date

Aaron Hernandez 9-21-11
Approved by Date

Signature of Owner or Applicant Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425 C Pct: 2
Community No.: 480334

Certification of Elevation Required: ___ YES ✓ NO ___ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER. CHAPTER 11.008 TEXAS PROPERTY CODE.

CONTRACT FOR DEED

Seller: Valley Real Estate Investments, LLC
Ricardo Lopez, Manager
3409 Mockingbird
Pharr, Hidalgo County, Texas 78577

Buyer: Jose Samuel Mendez and
Yadira Mendez
1114 Lopez Drive
Alamo, Hidalgo County, Texas

Property (and any improvements):
Lots 54 and 55, Campo Alto Subdivision out of Lot 7, Block 40, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, according to map or plat thereof, recorded in Volume 11, Page 51, Map Records of Hidalgo County, Texas

Purchase Price:	$12,000.00
Down Payment:	$,000.00
Amount Financed:	$12,000.00 plus Interest (14%)

The property being sold with this Contract For Deed is under the following terms and conditions:

A total of 48 monthly installments payable as follows: Forty eight (48) monthly installments of $327.92 due each every 1st of each and every month until paid in full. First installment is due October 1, 2011 and thereafter on the 1st of every month until all monies, including fees and delinquencies owed, are paid in full..

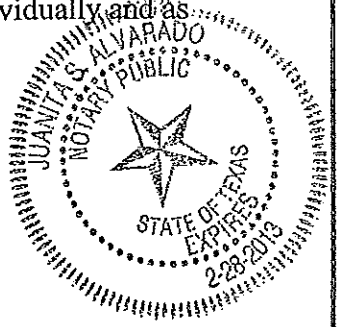
If any monthly installment is not paid after five days of the due date, there will be a late charge of $5.00 per day added to late payment.

If two consecutive monthly payments are not paid on time, this Contract for Deed will be cancelled and no money paid by Buyer will be refunded.

STATE OF TEXAS
COUNTY OF HIDALGO

Subscribed before me, Juanita S. Alvarado, Notary Public in and for State of Texas on this the 14th day of September 2011 by Ricardo Lopez, individually and as Manager of Valley Real Investments, LLC.

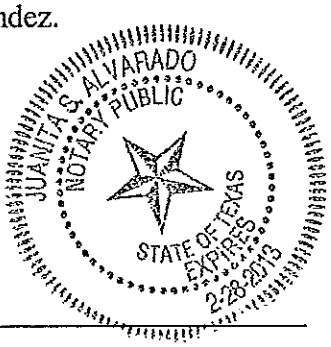
Juanita S. Alvarado
Notary Public - State of Texas



STATE OF TEXAS
COUNTY OF HIDALGO

Subscribed before me, Juanita S. Alvarado, Notary Public in and for State of Texas on this the14th day of September 2011 by Jose Samuel Mendez.

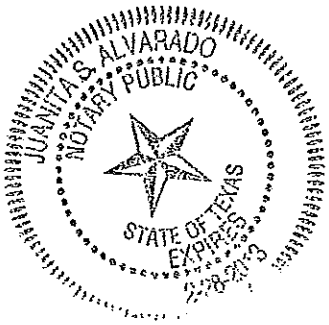
Juanita S. Alvarado
Notary Public - State of Texas



STATE OF TEXAS
COUNTY OF HIDALGO

Subscribed before me, Juanita S. Alvarado, Notary Public in and for State of Texas on this the14th day of September 2011 by Yadira Mendez.

Juanita S. Alvarado
Notary Public - State of Texas



AI-28867 **6. A.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

County Treasurer:
Approval of the Hidalgo County Monthly Investment Reports for the months of April, May, June, July, and August 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

Attachments

April 2011
May 2011
June 2011
July 2011
August 2011

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 08:20 AM
Erika Zamora	Erika Zamora	09/29/2011 03:31 PM
Auditor's Office	Arcilia Duran	09/30/2011 09:29 AM

Form Started By: Fred Zamarripa Started On: 09/28/2011 04:18 PM

Final Approval Date: 09/30/2011

County of Hidalgo, Texas
Monthly Investment Report
For the month ending April 30, 2011

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with First National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending April 30, 2011 - **$ 4,385.04**

2011	January	83,092.59
2011	February	62,077.18
2011	March	10,294.15
2011	April	4,385.04
2011	May	
2011	June	
2011	July	
2011	August	
2011	September	
2011	October	
2011	November	
2011	December	
	Total	159,848.96

Norma G. Garcia

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending April 30, 2011

FUND	BOOK VALUE	MARKET VALUE
Ending Values		
General	144,519,164.12	144,567,752.37
Special Revenue	17,000,000.00	17,002,375.34
Debt Service	19,017,000.00	19,018,247.72
Capital Projects	43,350,000.00	43,356,057.12
Proprietary	12,800,000.00	12,801,788.49
Trust & Agency	-	-
Total Ending Values	236,686,164.12	236,746,221.04
Beginning Values		
General	158,542,920.06	158,594,803.54
Special Revenue	17,000,000.00	17,002,454.52
Debt Service	7,809,000.00	7,810,127.49
Capital Projects	45,050,000.00	45,056,504.48
Proprietary	14,500,000.00	14,502,093.56
Trust & Agency	-	-
Total Beginning Values	242,901,920.06	242,965,983.59
Change in Values		
General	(14,023,755.94)	(14,027,051.17)
Special Revenue	-	(79.18)
Debt Service	11,208,000.00	11,208,120.23
Capital Projects	(1,700,000.00)	(1,700,447.36)
Proprietary	(1,700,000.00)	(1,700,305.07)
Trust & Agency	-	-
Total Change in Values	(6,215,755.94)	(6,219,762.55)

Weighted Average Maturity in Days	63.78
Interest Income Earned this Month	4,385.04
Overall Yield of Portfolio	0.42%
Interest Received this Month	8,729.76
Accrued Interest at the End of Month	60,056.92

County of Hidalgo, Texas
Office of the County Treasurer
Schedule of Interest Reported
For the month ending April 30, 2011

Investments	January '11	February '11	March '11	April '11	May '11	June '11
Ending accrued interest for month	59,437.08	54,266.53	64,063.53	60,056.92		
Interest received within month	124.23	-	82.04	-		
Interest received previous months	62,658.23	67,247.73	415.11	8,391.65		
Less beginning accrued int. (last mth.)	(39,126.95)	(59,437.08)	(54,266.53)	(64,063.53)		
Total interest income earned from Inv.	83,092.59	62,077.18	10,294.15	4,385.04	-	-

	July '11	August '11	September '11	October '11	November '11	December '11
Ending accrued interest for month						
Interest received within month						
Interest received previous months						
Less beginning accrued int. (last mth.)						
Total interest income earned from Inv.	-	-	-	-	-	-

County of Hidalgo, Texas
Office of the County Treasurer
Interest Bearing Checking Accounts at First National Bank
For the month ending April 30, 2011

Date Received	Fund	Month	Interest Rate	Interest Earned
04/30/11	General Fund		0.08%	-
	Special Revenue			338.11
	Debt Service			-
	Capital Projects			-
	Proprietary			-
	Trust & Agency			-
	Payroll Fund			-
		Total for the month		338.11
	Total Interest			**338.11**

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Matured Investments
For the month ending April 30, 2011

Investment Type	%	Principal Amount	Interest Earned
Certificate of Deposit	100%	20,942,920.06	8,391.65
Discount Note	0%		
US Treasury Bill	0%		
Agencies	0%		
Money Market Fund	0%		
Pool	0%		
Total		20,942,920.06	8,391.65

Fund Name	%	Principal Amount	Interest Earned
General Fund	84%	17,542,920.06	7,037.16
Special Revenue Funds	0%	-	-
Debt Service Funds	0%	-	-
Capital Projects Funds	8%	1,700,000.00	858.86
Proprietary Funds	8%	1,700,000.00	495.63
Trust & Agency	0%	-	
Total		20,942,920.06	8,391.65

Institutions Name	%	Principal Amount	Interest Earned
Lone Star National Bank	0%		
First National Bank	0%		
Texas CLASS	100%	20,942,920.06	8,391.65
Merrill Lynch	0%		
FNB Wealth Management	0%		
Total		20,942,920.06	8,391.65

County of Hidalgo, Texas
Office of the County Treasurer
Matured Financial Investments Report
For the month ending April 30, 2011

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Par	Interest Rate	Interest Earned	Yield	Book Value	Market Value	Institution
Pool	Capital Project	- - -	69195965	01/07/11	04/05/11	700,000.00	0.19%	313.03	313.03	700,313.03	700,313.03	Texas CLASS
Pool	Motor Vehicle	1100	69998824	03/08/11	04/06/11	1,228,150.23	0.17%	164.60	164.60	1,228,314.83	1,228,314.83	Texas CLASS
Pool	Proprietary	- - -	69636640	02/11/11	04/11/11	500,000.00	0.17%	140.85	140.85	500,140.85	500,140.85	Texas CLASS
Pool	Motor Vehicle	1100	70086456	03/15/11	04/13/11	851,899.41	0.17%	118.23	118.23	852,017.64	852,017.64	Texas CLASS
Pool	Proprietary	- - -	69636640	02/11/11	04/14/11	1,200,000.00	0.17%	354.78	354.78	1,200,354.78	1,200,354.78	Texas CLASS
Pool	Motor Vehicle	1100	70179687	03/23/11	04/20/11	713,830.13	0.17%	94.83	94.83	713,924.96	713,924.96	Texas CLASS
Pool	Capital Project	- - -	69195965	01/07/11	04/26/11	1,000,000.00	0.18%	545.83	545.83	1,000,545.83	1,000,545.83	Texas CLASS
Pool	General	1100	69379541	01/21/11	04/26/11	14,000,000.00	0.18%	6,549.98	6,549.98	14,006,549.98	14,006,549.98	Texas CLASS
Pool	Motor Vehicle	1100	70263245	03/29/11	04/27/11	749,040.29	0.17%	109.52	109.52	749,149.81	749,149.81	Texas CLASS
	TOTALS					20,942,920.06		8,391.65	8,391.65	20,951,311.71	20,951,311.71	

- - - indicates more than one account number for that fund

Avg. yield
0.17%

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Outstanding Investments
For the month ending April 30, 2011

Investment Type	%	Principal Amount	Interest earned in Month
Certificate of Deposit	27%	65,000,000.00	37,397.23
Discount Note	0%		
US Treasury Bill	0%		
Money Market Fund	0%		
Pool	73%	171,686,164.12	22,659.69
Agencies	0%		
Total		236,686,164.12	60,056.92

	%	Principal Amount	Interest earned in Month
General Fund	61%	144,519,164.12	48,588.25
Special Revenue	7%	17,000,000.00	2,375.34
Debt Service	8%	19,017,000.00	1,247.72
Capital Projects	18%	43,350,000.00	6,057.12
Proprietary Funds	5%	12,800,000.00	1,788.49
Trust & Agency Funds	0%	-	-
Total		236,686,164.12	60,056.92

Institutions Name	%	Principal Amount	Interest earned in Month
Lone Star National Bank	27%	65,000,000.00	37,397.23
First National Bank	0%		
Texas CLASS	73%	171,686,164.12	22,659.69
Merrill Lynch	0%		
FNB Wealth Management	0%		
Total		236,686,164.12	60,056.92

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending April 30, 2011

04/30/11

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution
CD	General Fund	1100	45206915	12/16/10	12/15/11	364	136	229	5,000,000.00	1,145,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206916	12/16/10	12/15/11	364	136	229	5,000,000.00	1,145,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206917	12/16/10	12/15/11	364	136	229	5,000,000.00	1,145,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206918	12/16/10	12/15/11	364	136	229	5,000,000.00	1,145,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206919	12/16/10	12/15/11	364	136	229	5,000,000.00	1,145,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206920	12/16/10	12/15/11	364	136	229	5,000,000.00	1,145,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206921	12/16/10	12/15/11	364	136	229	10,000,000.00	2,290,000,000.00	0.70%	5,753.42	69,808.22	10,000,000.00	10,005,753.42	Lone Star National
CD	General Fund	1100	45206922	12/16/10	12/15/11	364	136	229	5,000,000.00	1,145,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206923	12/16/10	12/15/11	364	136	229	10,000,000.00	2,290,000,000.00	0.70%	5,753.42	69,808.22	10,000,000.00	10,005,753.42	Lone Star National
CD	General Fund	1100	45206927	12/16/10	12/15/11	364	136	229	10,000,000.00	2,290,000,000.00	0.70%	5,753.42	69,808.22	10,000,000.00	10,005,753.42	Lone Star National
Pool	Capital Project	---	69195965	01/07/11	05/01/11	114	113	1	43,350,000.00	43,350,000.00	0.17%	6,057.12	23,017.07	43,350,000.00	43,356,057.12	Texas CLASS
Pool	General Fund	1100	69520300	02/02/11	05/01/11	88	87	1	55,000,000.00	55,000,000.00	0.17%	7,941.10	22,542.47	55,000,000.00	55,007,941.10	Texas CLASS
Pool	Special Revenue	---	69617551	02/10/11	05/01/11	80	79	1	17,000,000.00	17,000,000.00	0.17%	2,375.34	6,334.25	17,000,000.00	17,002,375.34	Texas CLASS
Pool	Proprietary	---	69636640	02/11/11	05/01/11	79	78	1	12,800,000.00	12,800,000.00	0.17%	1,788.49	4,709.70	12,800,000.00	12,801,788.49	Texas CLASS
Pool	General Fund	1100	69756610	02/18/11	05/01/11	72	71	1	21,000,000.00	21,000,000.00	0.17%	2,934.25	7,042.19	21,000,000.00	21,002,934.25	Texas CLASS
Pool	Debt Service	---	69829927	02/24/11	05/01/11	66	65	1	7,809,000.00	7,809,000.00	0.17%	1,091.12	2,400.47	7,809,000.00	7,810,091.12	Texas CLASS
Pool	Motor Vehicle	1100	70350366	04/05/11	05/06/11	31	26	6	1,426,334.30	8,558,005.80	0.18%	182.88	218.05	1,426,334.30	1,426,517.18	Texas CLASS
Pool	Motor Vehicle	1100	70448485	04/13/11	05/11/11	28	18	11	1,008,462.83	11,093,091.13	0.18%	89.52	139.25	1,008,462.83	1,008,552.35	Texas CLASS
Pool	Motor Vehicle	1100	70525405	04/20/11	05/20/11	30	11	20	646,609.72	12,932,194.40	0.18%	35.08	95.66	646,609.72	646,644.80	Texas CLASS
Pool	Debt Service	---	70525405	04/27/11	05/01/11	4	3	1	11,208,000.00	11,208,000.00	0.17%	156.60	208.81	11,208,000.00	11,208,156.60	Texas CLASS
Pool	Motor Vehicle	1100	70622882	04/27/11	05/25/11	28	4	25	437,757.27	10,943,931.75	0.17%	8.16	57.09	437,757.27	437,765.43	Texas CLASS
	TOTALS								236,686,164.12	15,096,694,223.08		60,056.92	520,518.42	236,686,164.12	236,746,221.04	

--- indicates more than one account number for that fund

Avg. yield	WAM
0.42%	63.78

County of Hidalgo, Texas
Monthly Investment Report
For the month ending May 31, 2011

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with First National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending May 31, 2011 - **$ 6,399.26**

2011	January	83,092.59
2011	February	62,077.18
2011	March	10,294.15
2011	April	4,385.04
2011	May	6,399.26
2011	June	
2011	July	
2011	August	
2011	September	
2011	October	
2011	November	
2011	December	
	Total	166,248.22

Norma G. Garcia

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending May 31, 2011

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	135,716,351.88	135,764,750.86
	Special Revenue	22,000,000.00	22,002,752.61
	Debt Service	19,017,000.00	19,019,584.23
	Capital Projects	42,750,000.00	42,755,809.32
	Proprietary	14,100,000.00	14,101,963.15
	Trust & Agency	-	-
Total Ending Values		233,583,351.88	233,644,860.17
Beginning Values			
	General	144,519,164.12	144,567,752.37
	Special Revenue	17,000,000.00	17,002,375.34
	Debt Service	19,017,000.00	19,018,247.72
	Capital Projects	43,350,000.00	43,356,057.12
	Proprietary	12,800,000.00	12,801,788.49
	Trust & Agency	-	-
Total Beginning Values		236,686,164.12	236,746,221.04
Change in Values			
	General	(8,802,812.24)	(8,803,001.51)
	Special Revenue	5,000,000.00	5,000,377.27
	Debt Service	-	1,336.51
	Capital Projects	(600,000.00)	(600,247.80)
	Proprietary	1,300,000.00	1,300,174.66
	Trust & Agency	-	-
Total Change in Values		(3,102,812.24)	(3,101,360.87)

Weighted Average Maturity in Days	56.08
Interest Income Earned this Month	6,399.26
Overall Yield of Portfolio	0.38%
Interest Received this Month	5,155.50
Accrued Interest at the End of Month	61,508.29

County of Hidalgo, Texas
Office of the County Treasurer
Schedule of Interest Reported
For the month ending May 31, 2011

Investments	January '11	February '11	March '11	April '11	May '11	June '11
Ending accrued interest for month	59,437.08	54,266.53	64,063.53	60,056.92	61,508.29	
Interest received within month	124.23	-	82.04	-	42.79	
Interest received previous months	62,658.23	67,247.73	415.11	8,391.65	4,905.10	
Less beginning accrued int. (last mth.)	(39,126.95)	(59,437.08)	(54,266.53)	(64,063.53)	(60,056.92)	
Total interest income earned from Inv.	83,092.59	62,077.18	10,294.15	4,385.04	6,399.26	-

	July '11	August '11	September '11	October '11	November '11	December '11
Ending accrued interest for month						
Interest received within month						
Interest received previous months						
Less beginning accrued int. (last mth.)						
Total interest income earned from Inv.	-	-	-	-	-	-

County of Hidalgo, Texas
Office of the County Treasurer
Interest Bearing Checking Accounts at First National Bank
For the month ending May 31, 2011

Date Received	Fund	Month	Interest Rate	Interest Earned
05/31/11	General Fund		0.05%	-
	Special Revenue			207.61
	Debt Service			-
	Capital Projects			-
	Proprietary			-
	Trust & Agency			-
	Payroll Fund			-
		Total for the month		207.61
	Total Interest			**207.61**

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Matured Investments
For the month ending May 31, 2011

Investment Type	%	Principal Amount	Interest Earned
Certificate of Deposit	0%	-	-
Discount Note	0%	-	-
US Treasury Bill	0%	-	-
Agencies	0%	-	-
Money Market Fund	0%	-	-
Pool	100%	14,819,164.12	4,947.89
Total		14,819,164.12	4,947.89

Fund Name	%	Principal Amount	Interest Earned
General Fund	92%	13,519,164.12	4,525.24
Special Revenue Funds	0%	-	-
Debt Service Funds	0%	-	-
Capital Projects Funds	4%	600,000.00	379.86
Proprietary Funds	5%	700,000.00	42.79
Trust & Agency	0%	-	-
Total		14,819,164.12	4,947.89

Institutions Name	%	Principal Amount	Interest Earned
Lone Star National Bank	#DIV/0!		
First National Bank	#DIV/0!		
Texas CLASS	#DIV/0!		
Merrill Lynch	#DIV/0!		
FNB Wealth Management	#DIV/0!		
Total		-	-

County of Hidalgo, Texas
Office of the County Treasurer
Matured Financial Investments Report
For the month ending May 31, 2011

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Par	Interest Rate	Interest Earned	Yield	Book Value	Market Value	Institution
Pool	General	1100	69756610	02/18/11	05/04/11	5,000,000.00	0.17%	1,777.02	1,777.02	5,001,777.02	5,001,777.02	Texas CLASS
Pool	Motor Vehicle	1100	70350366	04/05/11	05/06/11	1,426,334.30	0.17%	206.73	206.73	1,426,541.03	1,426,541.03	Texas CLASS
Pool	Capital Project	---	69195965	01/07/11	05/09/11	300,000.00	0.18%	183.29	183.29	300,183.29	300,183.29	Texas CLASS
Pool	Motor Vehicle	1100	70448485	04/13/11	05/11/11	1,008,462.83	0.17%	130.89	130.89	1,008,593.72	1,008,593.72	Texas CLASS
Pool	Capital Project	---	69195965	01/07/11	05/19/11	300,000.00	0.18%	196.57	196.57	300,196.57	300,196.57	Texas CLASS
Pool	Motor Vehicle	1100	70525405	04/20/11	05/20/11	646,609.72	0.17%	88.37	88.37	646,698.09	646,698.09	Texas CLASS
Pool	Motor Vehicle	1100	70622882	04/27/11	05/25/11	437,757.27	0.17%	56.93	56.93	437,814.20	437,814.20	Texas CLASS
Pool	General	1100	69756610	02/18/11	05/26/11	5,000,000.00	0.17%	2,265.30	2,265.30	5,002,265.30	5,002,265.30	Texas CLASS
Pool	Proprietary	2201	70823693	05/13/11	05/27/11	700,000.00	0.16%	42.79	42.79	700,042.79	700,042.79	Texas CLASS
	TOTALS					14,819,164.12		4,947.89	4,947.89	14,824,112.01	14,824,112.01	

--- indicates more than one account number for that fund

Avg. yield
0.17%

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Outstanding Investments
For the month ending May 31, 2011

Investment Type	%	Principal Amount	Interest earned in Month
Certificate of Deposit	28%	65,000,000.00	38,643.83
Discount Note	0%	-	-
US Treasury Bill	0%	-	-
Money Market Fund	0%	-	-
Pool	72%	168,583,351.88	22,864.46
Agencies	0%	-	-
Total		233,583,351.88	61,508.29

	%	Principal Amount	Interest earned in Month
General Fund	58%	135,716,351.88	48,398.98
Special Revenue	9%	22,000,000.00	2,752.61
Debt Service	8%	19,017,000.00	2,584.23
Capital Projects	18%	42,750,000.00	5,809.32
Proprietary Funds	6%	14,100,000.00	1,963.15
Trust & Agency Funds	0%	-	-
Total		233,583,351.88	61,508.29

Institutions Name	%	Principal Amount	Interest earned in Month
Lone Star National Bank	28%	65,000,000.00	38,643.83
First National Bank	0%	-	-
Texas CLASS	72%	168,583,351.88	22,864.46
Merrill Lynch	0%	-	-
FNB Wealth Management	0%	-	-
Total		233,583,351.88	61,508.29

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending May 31, 2011

05/31/11

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution
CD	General Fund	1100	45206915	12/16/10	12/15/11	364	167	198	5,000,000.00	990,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206916	12/16/10	12/15/11	364	167	198	5,000,000.00	990,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206917	12/16/10	12/15/11	364	167	198	5,000,000.00	990,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206918	12/16/10	12/15/11	364	167	198	5,000,000.00	990,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206919	12/16/10	12/15/11	364	167	198	5,000,000.00	990,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206920	12/16/10	12/15/11	364	167	198	5,000,000.00	990,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206921	12/16/10	12/15/11	364	167	198	10,000,000.00	1,980,000,000.00	0.70%	5,945.21	69,808.22	10,000,000.00	10,005,945.21	Lone Star National
CD	General Fund	1100	45206922	12/16/10	12/15/11	364	167	198	5,000,000.00	990,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206923	12/16/10	12/15/11	364	167	198	10,000,000.00	1,980,000,000.00	0.70%	5,945.21	69,808.22	10,000,000.00	10,005,945.21	Lone Star National
CD	General Fund	1100	45206927	12/16/10	12/15/11	364	167	198	10,000,000.00	1,980,000,000.00	0.70%	5,945.21	69,808.22	10,000,000.00	10,005,945.21	Lone Star National
Pool	Capital Project	---	69195965	01/07/11	06/01/11	145	144	1	42,750,000.00	42,750,000.00	0.16%	5,809.32	27,172.60	42,750,000.00	42,755,809.32	Texas CLASS
Pool	General Fund	1100	69520300	02/02/11	06/01/11	119	118	1	55,000,000.00	55,000,000.00	0.17%	7,941.10	30,483.56	55,000,000.00	55,007,941.10	Texas CLASS
Pool	Special Revenue	---	69617551	02/10/11	06/01/11	111	110	1	17,000,000.00	17,000,000.00	0.16%	2,310.14	8,271.78	17,000,000.00	17,002,310.14	Texas CLASS
Pool	Proprietary	---	69636640	02/11/11	06/01/11	110	109	1	12,800,000.00	12,800,000.00	0.17%	1,848.11	6,557.81	12,800,000.00	12,801,848.11	Texas CLASS
Pool	General Fund	1100	69756610	02/18/11	06/01/11	103	102	1	11,000,000.00	11,000,000.00	0.16%	1,494.79	4,966.58	11,000,000.00	11,001,494.79	Texas CLASS
Pool	Debt Service	---	69829927	02/24/11	06/01/11	97	96	1	7,809,000.00	7,809,000.00	0.16%	1,061.17	3,320.43	7,809,000.00	7,810,061.17	Texas CLASS
Pool	Debt Service	---	70525405	04/27/11	06/01/11	35	34	1	11,208,000.00	11,208,000.00	0.16%	1,523.06	1,719.58	11,208,000.00	11,209,523.06	Texas CLASS
Pool	Motor Vehicle	1100	70703665	05/03/11	06/01/11	29	29	1	591,609.83	591,609.83	0.17%	79.91	79.91	591,609.83	591,689.74	Texas CLASS
Pool	Motor Vehicle	1100	70801726	05/11/11	06/08/11	28	21	8	796,365.85	6,370,926.80	0.17%	77.89	103.85	796,365.85	796,443.74	Texas CLASS
Pool	Proprietary	2201	70823693	05/13/11	06/01/11	19	19	1	1,300,000.00	1,300,000.00	0.17%	115.04	115.04	1,300,000.00	1,300,115.04	Texas CLASS
Pool	Special Revenue	---	70823692	05/13/11	06/01/11	19	19	1	5,000,000.00	5,000,000.00	0.17%	442.47	442.47	5,000,000.00	5,000,442.47	Texas CLASS
Pool	Motor Vehicle	1100	70885663	05/18/11	06/15/11	28	14	15	1,884,867.36	28,273,010.40	0.16%	115.67	231.35	1,884,867.36	1,884,983.03	Texas CLASS
Pool	Motor Vehicle	1100	70885664	05/18/11	06/15/11	28	14	15	560,406.59	8,406,098.85	0.16%	34.39	68.78	560,406.59	560,440.98	Texas CLASS
Pool	Motor Vehicle	1100	70992526	05/27/11	06/22/11	26	5	22	429,350.97	9,445,721.34	0.16%	9.41	48.93	429,350.97	429,360.38	Texas CLASS
Pool	Motor Vehicle	1100	71049374	05/31/11	06/29/11	29	1	29	453,751.28	13,158,787.12	0.16%	1.99	57.68	453,751.28	453,753.27	Texas CLASS
	TOTALS								233,583,351.88	13,100,113,154.34		61,508.29	537,393.78	233,583,351.88	233,644,860.17	

--- indicates more than one account number for that fund

Avg. yield	WAM
0.38%	56.08

County of Hidalgo, Texas
Monthly Investment Report
For the month ending June 30, 2011

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with First National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending June 30, 2011 - **$ 5,257.87**

2011	January	83,092.59
2011	February	62,077.18
2011	March	10,294.15
2011	April	4,385.04
2011	May	6,399.26
2011	June	5,257.87
2011	July	
2011	August	
2011	September	
2011	October	
2011	November	
2011	December	
	Total	171,506.09

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending June 30, 2011

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	119,066,303.04	119,110,663.13
	Special Revenue	22,000,000.00	22,002,893.15
	Debt Service	19,017,000.00	19,019,500.87
	Capital Projects	41,250,000.00	41,255,424.66
	Proprietary	12,800,000.00	12,801,683.29
	Trust & Agency	-	-
Total Ending Values		214,133,303.04	214,190,165.10
Beginning Values			
	General	135,716,351.88	135,764,750.86
	Special Revenue	22,000,000.00	22,002,752.61
	Debt Service	19,017,000.00	19,019,584.23
	Capital Projects	42,750,000.00	42,755,809.32
	Proprietary	14,100,000.00	14,101,963.15
	Trust & Agency	-	-
Total Beginning Values		233,583,351.88	233,644,860.17
Change in Values			
	General	(16,650,048.84)	(16,654,087.73)
	Special Revenue	-	140.54
	Debt Service	-	(83.36)
	Capital Projects	(1,500,000.00)	(1,500,384.66)
	Proprietary	(1,300,000.00)	(1,300,279.86)
	Trust & Agency	-	-
Total Change in Values		(19,450,048.84)	(19,454,695.07)

Weighted Average Maturity in Days	51.83
Interest Income Earned this Month	5,257.87
Overall Yield of Portfolio	0.42%
Interest Received this Month	9,981.86
Accrued Interest at the End of Month	56,862.06

County of Hidalgo, Texas
Office of the County Treasurer
Schedule of Interest Reported
For the month ending June 30, 2011

Investments	January '11	February '11	March '11	April '11	May '11	June '11
Ending accrued interest for month	59,437.08	54,266.53	64,063.53	60,056.92	61,508.29	56,862.06
Interest received within month	124.23	-	82.04	-	42.79	-
Interest received previous months	62,658.23	67,247.73	415.11	8,391.65	4,905.10	9,904.10
Less beginning accrued int. (last mth.)	(39,126.95)	(59,437.08)	(54,266.53)	(64,063.53)	(60,056.92)	(61,508.29)
Total interest income earned from Inv.	83,092.59	62,077.18	10,294.15	4,385.04	6,399.26	5,257.87

	July '11	August '11	September '11	October '11	November '11	December '11
Ending accrued interest for month						
Interest received within month						
Interest received previous months						
Less beginning accrued int. (last mth.)						
Total interest income earned from Inv.	-	-	-	-	-	-

County of Hidalgo, Texas
Office of the County Treasurer
Interest Bearing Checking Accounts at First National Bank
For the month ending June 30, 2011

Date Received	Fund	Month	Interest Rate	Interest Earned
06/30/11	General Fund		0.05%	-
	Special Revenue			77.76
	Debt Service			-
	Capital Projects			-
	Proprietary			-
	Trust & Agency			-
	Payroll Fund			-
		Total for the month		77.76
	Total Interest			**77.76**

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Matured Investments
For the month ending June 30, 2011

Investment Type	%	Principal Amount	Interest Earned
Certificate of Deposit	0%	-	-
Discount Note	0%	-	-
US Treasury Bill	0%	-	-
Agencies	0%	-	-
Money Market Fund	0%	-	-
Pool	100%	21,516,351.88	9,904.10
Total		21,516,351.88	9,904.10

Fund Name	%	Principal Amount	Interest Earned
General Fund	87%	18,716,351.88	8,586.16
Special Revenue Funds	0%	-	-
Debt Service Funds	0%	-	-
Capital Projects Funds	7%	1,500,000.00	1,093.68
Proprietary Funds	6%	1,300,000.00	224.26
Trust & Agency	0%	-	-
Total		21,516,351.88	9,904.10

Institutions Name	%	Principal Amount	Interest Earned
Lone Star National Bank	0%	-	-
First National Bank	0%	-	-
Texas CLASS	100%	21,516,351.88	9,904.10
Merrill Lynch	0%	-	-
FNB Wealth Management	0%	-	-
Total		21,516,351.88	9,904.10

County of Hidalgo, Texas
Office of the County Treasurer
Matured Financial Investments Report
For the month ending June 30, 2011

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Par	Interest Rate	Interest Earned	Yield	Book Value	Market Value	Institution
Pool	Capital Project	- - -	69195965	01/07/11	06/01/11	1,200,000.00	0.18%	853.73	853.73	1,200,853.73	1,200,853.73	Texas CLASS
Pool	Motor Vehicle	1100	70703665	05/03/11	06/01/11	591,609.83	0.16%	75.80	75.80	591,685.63	591,685.63	Texas CLASS
Pool	General	1100	69756610	02/18/11	06/02/11	5,000,000.00	0.17%	2,416.04	2,416.04	5,002,416.04	5,002,416.04	Texas CLASS
Pool	Motor Vehicle	1100	70801726	05/11/11	06/08/11	796,365.85	0.16%	96.51	96.51	796,462.36	796,462.36	Texas CLASS
Pool	Motor Vehicle	1100	70885664	05/18/11	06/15/11	560,406.59	0.16%	67.08	67.08	560,473.67	560,473.67	Texas CLASS
Pool	Motor Vehicle	1100	70885663	05/18/11	06/15/11	1,884,867.36	0.16%	225.67	225.67	1,885,093.03	1,885,093.03	Texas CLASS
Pool	Proprietary	2201	70823693	05/13/11	06/21/11	700,000.00	0.16%	116.55	116.55	700,116.55	700,116.55	Texas CLASS
Pool	Capital Project	- - -	69195965	01/07/11	06/22/11	300,000.00	0.18%	239.95	239.95	300,239.95	300,239.95	Texas CLASS
Pool	Motor Vehicle	1100	70992526	05/27/11	06/22/11	429,350.97	0.15%	48.93	48.93	429,399.90	429,399.90	Texas CLASS
Pool	Proprietary	2201	70823693	05/13/11	06/24/11	600,000.00	0.16%	107.71	107.71	600,107.71	600,107.71	Texas CLASS
Pool	General	1100	69756610	02/18/11	06/28/11	6,000,000.00	0.17%	3,560.10	3,560.10	6,003,560.10	6,003,560.10	Texas CLASS
Pool	Motor Vehicle	1100	71049374	05/31/11	06/29/11	453,751.28	0.16%	57.84	57.84	453,809.12	453,809.12	Texas CLASS
Pool	General	1100	69520300	02/02/11	06/30/11	3,000,000.00	0.17%	2,038.19	2,038.19	3,002,038.19	3,002,038.19	Texas CLASS
	TOTALS					21,516,351.88		9,904.10	9,904.10	21,526,255.98	21,526,255.98	

- - - indicates more than one account number for that fund

Avg. yield
0.16%

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Outstanding Investments
For the month ending June 30, 2011

Investment Type	%	Principal Amount	Interest earned in Month
Certificate of Deposit	30%	65,000,000.00	37,397.23
Discount Note	0%	-	-
US Treasury Bill	0%	-	-
Money Market Fund	0%	-	-
Pool	70%	149,133,303.04	19,464.83
Agencies	0%	-	-
Total		214,133,303.04	56,862.06

	%	Principal Amount	Interest earned in Month
General Fund	56%	119,066,303.04	44,360.09
Special Revenue	10%	22,000,000.00	2,893.15
Debt Service	9%	19,017,000.00	2,500.87
Capital Projects	19%	41,250,000.00	5,424.66
Proprietary Funds	6%	12,800,000.00	1,683.29
Trust & Agency Funds	0%	-	-
Total		214,133,303.04	56,862.06

Institutions Name	%	Principal Amount	Interest earned in Month
Lone Star National Bank	30%	65,000,000.00	37,397.23
First National Bank	0%	-	-
Texas CLASS	70%	149,133,303.04	19,464.83
Merrill Lynch	0%	-	-
FNB Wealth Management	0%	-	-
Total		214,133,303.04	56,862.06

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending June 30, 2011

06/30/11

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution
CD	General Fund	1100	45206915	12/16/10	12/15/11	364	197	168	5,000,000.00	840,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206916	12/16/10	12/15/11	364	197	168	5,000,000.00	840,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206917	12/16/10	12/15/11	364	197	168	5,000,000.00	840,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206918	12/16/10	12/15/11	364	197	168	5,000,000.00	840,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206919	12/16/10	12/15/11	364	197	168	5,000,000.00	840,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206920	12/16/10	12/15/11	364	197	168	5,000,000.00	840,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206921	12/16/10	12/15/11	364	197	168	10,000,000.00	1,680,000,000.00	0.70%	5,753.42	69,808.22	10,000,000.00	10,005,753.42	Lone Star National
CD	General Fund	1100	45206922	12/16/10	12/15/11	364	197	168	5,000,000.00	840,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206923	12/16/10	12/15/11	364	197	168	10,000,000.00	1,680,000,000.00	0.70%	5,753.42	69,808.22	10,000,000.00	10,005,753.42	Lone Star National
CD	General Fund	1100	45206927	12/16/10	12/15/11	364	197	168	10,000,000.00	1,680,000,000.00	0.70%	5,753.42	69,808.22	10,000,000.00	10,005,753.42	Lone Star National
Pool	Capital Project	---	69195965	01/07/11	07/01/11	175	174	1	41,250,000.00	41,250,000.00	0.16%	5,424.66	31,643.84	41,250,000.00	41,255,424.66	Texas CLASS
Pool	General Fund	1100	69520300	02/02/11	07/01/11	149	148	1	52,000,000.00	52,000,000.00	0.16%	6,838.36	33,963.84	52,000,000.00	52,006,838.36	Texas CLASS
Pool	Special Revenue	---	69617551	02/10/11	07/01/11	141	140	1	17,000,000.00	17,000,000.00	0.16%	2,235.62	10,507.40	17,000,000.00	17,002,235.62	Texas CLASS
Pool	Proprietary	---	69636640	02/11/11	07/01/11	140	139	1	12,800,000.00	12,800,000.00	0.16%	1,683.29	7,855.34	12,800,000.00	12,801,683.29	Texas CLASS
Pool	Debt Service	---	69829927	02/24/11	07/01/11	127	126	1	7,809,000.00	7,809,000.00	0.16%	1,026.94	4,347.37	7,809,000.00	7,810,026.94	Texas CLASS
Pool	Debt Service	---	70525405	04/27/11	07/01/11	65	64	1	11,208,000.00	11,208,000.00	0.16%	1,473.93	3,193.51	11,208,000.00	11,209,473.93	Texas CLASS
Pool	Special Revenue	---	70823692	05/13/11	07/01/11	49	49	1	5,000,000.00	5,000,000.00	0.16%	657.53	1,073.97	5,000,000.00	5,000,657.53	Texas CLASS
Pool	Motor Vehicle	1100	71147796	06/08/11	07/06/11	28	23	6	611,798.93	3,670,793.58	0.16%	61.68	75.09	611,798.93	611,860.61	Texas CLASS
Pool	Motor Vehicle	1100	71222644	06/15/11	07/13/11	28	16	13	603,031.66	7,839,411.58	0.15%	39.65	69.39	603,031.66	603,071.31	Texas CLASS
Pool	Motor Vehicle	1100	71305378	06/21/11	07/20/11	29	10	20	439,697.02	8,793,940.40	0.15%	18.07	52.40	439,697.02	439,715.09	Texas CLASS
Pool	Motor Vehicle	1100	71384483	06/28/11	07/27/11	29	3	27	411,775.43	11,117,936.61	0.15%	5.08	49.07	411,775.43	411,780.51	Texas CLASS
	TOTALS								214,133,303.04	11,098,489,082.17		56,862.06	546,584.65	214,133,303.04	214,190,165.10	

--- indicates more than one account number for that fund

Avg. yield	WAM
0.42%	51.83

County of Hidalgo, Texas
Monthly Investment Report
For the month ending July 31, 2011

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with First National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending July 31, 2011 - **$ 38,773.78**

2011	January	83,092.59
2011	February	62,077.18
2011	March	10,294.15
2011	April	4,385.04
2011	May	6,399.26
2011	June	5,257.87
2011	July	38,773.78
2011	August	
2011	September	
2011	October	
2011	November	
2011	December	
	Total	210,279.87

Norma G. Garcia

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending July 31, 2011

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	112,064,370.38	112,108,503.08
	Special Revenue	20,000,000.00	20,002,378.08
	Debt Service	20,553,000.00	20,555,320.12
	Capital Projects	39,400,000.00	39,400,604.49
	Proprietary	12,800,000.00	12,801,521.97
	Trust & Agency	-	-
Total Ending Values		204,817,370.38	204,868,327.74
Beginning Values			
	General	119,066,303.04	119,110,663.13
	Special Revenue	22,000,000.00	22,002,893.15
	Debt Service	19,017,000.00	19,019,500.87
	Capital Projects	41,250,000.00	41,255,424.66
	Proprietary	12,800,000.00	12,801,683.29
	Trust & Agency	-	-
Total Beginning Values		214,133,303.04	214,190,165.10
Change in Values			
	General	(7,001,932.66)	(7,002,160.05)
	Special Revenue	(2,000,000.00)	(2,000,515.07)
	Debt Service	1,536,000.00	1,535,819.25
	Capital Projects	(1,850,000.00)	(1,854,820.17)
	Proprietary	-	(161.32)
	Trust & Agency	-	-
Total Change in Values		(9,315,932.66)	(9,321,837.36)

Weighted Average Maturity in Days	44.28
Interest Income Earned this Month	38,773.78
Overall Yield of Portfolio	0.39%
Interest Received this Month	44,723.39
Accrued Interest at the End of Month	50,957.36

County of Hidalgo, Texas
Office of the County Treasurer
Schedule of Interest Reported
For the month ending July 31, 2011

Investments	January '11	February '11	March '11	April '11	May '11	June '11
Ending accrued interest for month	59,437.08	54,266.53	64,063.53	60,056.92	61,508.29	56,862.06
Interest received within month	124.23	-	82.04	-	42.79	-
Interest received previous months	62,658.23	67,247.73	415.11	8,391.65	4,905.10	9,904.10
Less beginning accrued int. (last mth.)	(39,126.95)	(59,437.08)	(54,266.53)	(64,063.53)	(60,056.92)	(61,508.29)
Total interest income earned from Inv.	83,092.59	62,077.18	10,294.15	4,385.04	6,399.26	5,257.87

	July '11	August '11	September '11	October '11	November '11	December '11
Ending accrued interest for month	50,957.36					
Interest received within month	-					
Interest received previous months	44,678.48					
Less beginning accrued int. (last mth.)	(56,862.06)					
Total interest income earned from Inv.	38,773.78	-	-	-	-	-

County of Hidalgo, Texas
Office of the County Treasurer
Interest Bearing Checking Accounts at First National Bank
For the month ending July 31, 2011

Date Received	Fund	Month	Interest Rate	Interest Earned
07/31/11	General Fund		0.02%	-
	Special Revenue			44.91
	Debt Service			-
	Capital Projects			-
	Proprietary			-
	Trust & Agency			-
	Payroll Fund			-
		Total for the month		44.91
	Total Interest			**44.91**

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Matured Investments
For the month ending July 31, 2011

Investment Type	%	Principal Amount	Interest Earned
Certificate of Deposit	0%	-	-
Discount Note	0%	-	-
US Treasury Bill	0%	-	-
Agencies	0%	-	-
Money Market Fund	0%	-	-
Pool	100%	52,316,303.04	44,678.48
Total		52,316,303.04	44,678.48

Fund Name	%	Principal Amount	Interest Earned
General Fund	18%	9,066,303.04	5,559.62
Special Revenue Funds	4%	2,000,000.00	563.28
Debt Service Funds	0%	-	-
Capital Projects Funds	79%	41,250,000.00	38,555.58
Proprietary Funds	0%	-	-
Trust & Agency	0%	-	-
Total		52,316,303.04	44,678.48

Institutions Name	%	Principal Amount	Interest Earned
Lone Star National Bank	0%	-	-
First National Bank	0%	-	-
Texas CLASS	100%	52,316,303.04	44,678.48
Merrill Lynch	0%	-	-
FNB Wealth Management	0%	-	-
Total		52,316,303.04	44,678.48

County of Hidalgo, Texas
Office of the County Treasurer
Matured Financial Investments Report
For the month ending July 31, 2011

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Par	Interest Rate	Interest Earned	Yield	Book Value	Market Value	Institution
Pool	Motor Vehicle	1100	71147796	06/08/11	07/06/11	611,798.93	0.15%	70.34	70.34	611,869.27	611,869.27	Texas CLASS
Pool	Capital Project	---	69195965	01/07/11	07/08/11	1,000,000.00	0.17%	864.51	864.51	1,000,864.51	1,000,864.51	Texas CLASS
Pool	Motor Vehicle	1100	71222644	06/15/11	07/13/11	603,031.66	0.15%	71.21	71.21	603,102.87	603,102.87	Texas CLASS
Pool	General	1100	69520300	02/02/11	07/14/11	3,000,000.00	0.17%	2,187.02	2,187.02	3,002,187.02	3,002,187.02	Texas CLASS
Pool	Special Revenue	---	70823692	05/13/11	07/20/11	2,000,000.00	0.15%	563.28	563.28	2,000,563.28	2,000,563.28	Texas CLASS
Pool	Motor Vehicle	1100	71305378	06/21/11	07/20/11	439,697.02	0.14%	50.19	50.19	439,747.21	439,747.21	Texas CLASS
Pool	Capital Project	---	69195965	01/07/11	07/26/11	40,250,000.00	0.17%	37,691.07	37,691.07	40,287,691.07	40,287,691.07	Texas CLASS
Pool	Motor Vehicle	1100	71384483	06/28/11	07/27/11	411,775.43	0.14%	46.80	46.80	411,822.23	411,822.23	Texas CLASS
Pool	General	1100	69520300	02/02/11	07/29/11	4,000,000.00	0.16%	3,134.06	3,134.06	4,003,134.06	4,003,134.06	Texas CLASS
	TOTALS					52,316,303.04		44,678.48	44,678.48	52,360,981.52	52,360,981.52	

--- indicates more than one account number for that fund

Avg. yield
0.16%

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Outstanding Investments
For the month ending July 31, 2011

Investment Type	%	Principal Amount	Interest earned in Month
Certificate of Deposit	32%	65,000,000.00	38,643.83
Discount Note	0%	-	-
US Treasury Bill	0%	-	-
Money Market Fund	0%	-	-
Pool	68%	139,817,370.38	12,313.53
Agencies	0%	-	-
Total		204,817,370.38	50,957.36

	%	Principal Amount	Interest earned in Month
General Fund	55%	112,064,370.38	44,132.70
Special Revenue	10%	20,000,000.00	2,378.08
Debt Service	10%	20,553,000.00	2,320.12
Capital Projects	19%	39,400,000.00	604.49
Proprietary Funds	6%	12,800,000.00	1,521.97
Trust & Agency Funds	0%	-	-
Total		204,817,370.38	50,957.36

Institutions Name	%	Principal Amount	Interest earned in Month
Lone Star National Bank	32%	65,000,000.00	38,643.83
First National Bank	0%	-	-
Texas CLASS	68%	139,817,370.38	12,313.53
Merrill Lynch	0%	-	-
FNB Wealth Management	0%	-	-
Total		204,817,370.38	50,957.36

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending July 31, 2011

07/31/11

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution
CD	General Fund	1100	45206915	12/16/10	12/15/11	364	228	137	5,000,000.00	685,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206916	12/16/10	12/15/11	364	228	137	5,000,000.00	685,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206917	12/16/10	12/15/11	364	228	137	5,000,000.00	685,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206918	12/16/10	12/15/11	364	228	137	5,000,000.00	685,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206919	12/16/10	12/15/11	364	228	137	5,000,000.00	685,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206920	12/16/10	12/15/11	364	228	137	5,000,000.00	685,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206921	12/16/10	12/15/11	364	228	137	10,000,000.00	1,370,000,000.00	0.70%	5,945.21	69,808.22	10,000,000.00	10,005,945.21	Lone Star National
CD	General Fund	1100	45206922	12/16/10	12/15/11	364	228	137	5,000,000.00	685,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206923	12/16/10	12/15/11	364	228	137	10,000,000.00	1,370,000,000.00	0.70%	5,945.21	69,808.22	10,000,000.00	10,005,945.21	Lone Star National
CD	General Fund	1100	45206927	12/16/10	12/15/11	364	228	137	10,000,000.00	1,370,000,000.00	0.70%	5,945.21	69,808.22	10,000,000.00	10,005,945.21	Lone Star National
Pool	General Fund	1100	69520300	02/02/11	08/01/11	180	179	1	45,000,000.00	45,000,000.00	0.14%	5,350.68	31,068.49	45,000,000.00	45,005,350.68	Texas CLASS
Pool	Special Revenue	---	69617551	02/10/11	08/01/11	172	171	1	17,000,000.00	17,000,000.00	0.14%	2,021.37	11,215.34	17,000,000.00	17,002,021.37	Texas CLASS
Pool	Proprietary	---	69636640	02/11/11	08/01/11	171	170	1	12,800,000.00	12,800,000.00	0.14%	1,521.97	8,395.40	12,800,000.00	12,801,521.97	Texas CLASS
Pool	Debt Service	---	69829927	02/24/11	08/01/11	158	157	1	7,809,000.00	7,809,000.00	0.14%	928.52	4,732.47	7,809,000.00	7,809,928.52	Texas CLASS
Pool	Debt Service	---	70525405	04/27/11	08/01/11	96	95	1	11,208,000.00	11,208,000.00	0.14%	1,332.68	4,127.00	11,208,000.00	11,209,332.68	Texas CLASS
Pool	Special Revenue	---	70823692	05/13/11	08/01/11	80	80	1	3,000,000.00	3,000,000.00	0.14%	356.71	920.55	3,000,000.00	3,000,356.71	Texas CLASS
Pool	Motor Vehicle	1100	71464368	07/05/11	08/03/11	29	27	3	610,838.74	1,832,516.22	0.16%	72.30	77.65	610,838.74	610,911.04	Texas CLASS
Pool	Motor Vehicle	1100	71560303	07/13/11	08/10/11	28	19	10	524,975.13	5,249,751.30	0.13%	35.53	52.35	524,975.13	525,010.66	Texas CLASS
Pool	Motor Vehicle	1100	71624858	07/19/11	08/17/11	29	13	17	484,887.51	8,243,087.67	0.13%	22.45	50.08	484,887.51	484,909.96	Texas CLASS
Pool	Debt Service	---	71675918	07/22/11	08/01/11	10	10	1	1,536,000.00	1,536,000.00	0.14%	58.92	58.92	1,536,000.00	1,536,058.92	Texas CLASS
Pool	Capital Project	---	71721760	07/27/11	08/01/11	5	4	1	39,400,000.00	39,400,000.00	0.14%	604.49	755.62	39,400,000.00	39,400,604.49	Texas CLASS
Pool	Motor Vehicle	1100	71709758	07/27/11	08/24/11	28	5	24	443,669.00	10,648,056.00	0.13%	7.90	44.25	443,669.00	443,676.90	Texas CLASS
	TOTALS								204,817,370.38	9,068,726,411.19		50,957.36	515,251.54	204,817,370.38	204,868,327.74	

--- indicates more than one account number for that fund

Avg. yield	WAM
0.39%	44.28

County of Hidalgo, Texas
Monthly Investment Report
For the month ending August 31, 2011

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with First National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending August 31, 2011 - **$ 48,748.66**

2011	January	83,092.59
2011	February	62,077.18
2011	March	10,294.15
2011	April	4,385.04
2011	May	6,399.26
2011	June	5,257.87
2011	July	38,773.78
2011	August	48,748.66
2011	September	
2011	October	
2011	November	
2011	December	
	Total	259,028.53

Norma G. Garcia

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending August 31, 2011

FUND	BOOK VALUE	MARKET VALUE
Ending Values		
General	112,014,455.43	112,053,199.59
Special Revenue	18,000,000.00	18,002,140.27
Debt Service	-	-
Capital Projects	39,400,000.00	39,404,684.82
Proprietary	12,800,000.00	12,801,521.97
Trust & Agency	-	-
Total Ending Values	182,214,455.43	182,261,546.65
Beginning Values		
General	112,064,370.38	112,108,503.08
Special Revenue	20,000,000.00	20,002,378.08
Debt Service	20,553,000.00	20,555,320.12
Capital Projects	39,400,000.00	39,400,604.49
Proprietary	12,800,000.00	12,801,521.97
Trust & Agency	-	-
Total Beginning Values	204,817,370.38	204,868,327.74
Change in Values		
General	(49,914.95)	(55,303.49)
Special Revenue	(2,000,000.00)	(2,000,237.81)
Debt Service	(20,553,000.00)	(20,555,320.12)
Capital Projects	-	4,080.33
Proprietary	-	-
Trust & Agency	-	-
Total Change in Values	(22,602,914.95)	(22,606,781.09)

Weighted Average Maturity in Days	38.63
Interest Income Earned this Month	48,748.66
Overall Yield of Portfolio	0.43%
Interest Received this Month	52,700.92
Accrued Interest at the End of Month	47,091.22

County of Hidalgo, Texas
Office of the County Treasurer
Schedule of Interest Reported
For the month ending August 31, 2011

Investments	January '11	February '11	March '11	April '11	May '11	June '11
Ending accrued interest for month	59,437.08	54,266.53	64,063.53	60,056.92	61,508.29	56,862.06
Interest received within month	124.23	-	82.04	-	42.79	-
Interest received previous months	62,658.23	67,247.73	415.11	8,391.65	4,905.10	9,904.10
Less beginning accrued int. (last mth.)	(39,126.95)	(59,437.08)	(54,266.53)	(64,063.53)	(60,056.92)	(61,508.29)
Total interest income earned from Inv.	83,092.59	62,077.18	10,294.15	4,385.04	6,399.26	5,257.87

	July '11	August '11	September '11	October '11	November '11	December '11
Ending accrued interest for month	50,957.36	47,091.22				
Interest received within month	-	54.30				
Interest received previous months	44,678.48	52,560.50				
Less beginning accrued int. (last mth.)	(56,862.06)	(50,957.36)				
Total interest income earned from Inv.	38,773.78	48,748.66	-	-	-	-

County of Hidalgo, Texas
Office of the County Treasurer
Interest Bearing Checking Accounts at First National Bank
For the month ending August 31, 2011

Date Received	Fund	Month	Interest Rate	Interest Earned
08/31/11	General Fund		0.05%	-
	Special Revenue			86.12
	Debt Service			-
	Capital Projects			-
	Proprietary			-
	Trust & Agency			-
	Payroll Fund			-
		Total for the month		86.12
	Total Interest			**86.12**

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Matured Investments
For the month ending August 31, 2011

Investment Type	%	Principal Amount	Interest Earned
Certificate of Deposit	0%	-	-
Discount Note	0%	-	-
US Treasury Bill	0%	-	-
Agencies	0%	-	-
Money Market Fund	0%	-	-
Pool	100%	70,156,814.63	52,506.20
Total		70,156,814.63	52,506.20

Fund Name	%	Principal Amount	Interest Earned
General Fund	68%	47,603,814.63	40,983.26
Special Revenue Funds	3%	2,000,000.00	762.72
Debt Service Funds	29%	20,553,000.00	10,760.22
Capital Projects Funds	0%	-	-
Proprietary Funds	0%	-	-
Trust & Agency	0%	-	-
Total		70,156,814.63	52,506.20

Institutions Name	%	Principal Amount	Interest Earned
Lone Star National Bank	0%	-	-
First National Bank	0%	-	-
Texas CLASS	100%	70,156,814.63	52,506.20
Merrill Lynch	0%	-	-
FNB Wealth Management	0%	-	-
Total		70,156,814.63	52,506.20

County of Hidalgo, Texas
Office of the County Treasurer
Matured Financial Investments Report
For the month ending August 31, 2011

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Par	Interest Rate	Interest Earned	Yield	Book Value	Market Value	Institution
Pool	Motor Vehicle	1100	71464368	07/05/11	08/03/11	610,838.74	0.14%	66.77	66.77	610,905.51	610,905.51	Texas CLASS
Pool	Motor Vehicle	1100	71560303	07/13/11	08/10/11	524,975.13	0.13%	52.08	52.08	525,027.21	525,027.21	Texas CLASS
Pool	General	1100	69520300	02/02/11	08/12/11	2,000,000.00	0.16%	1,679.92	1,679.92	2,001,679.92	2,001,679.92	Texas CLASS
Pool	Debt Service	---	69829927	02/24/11	08/12/11	7,809,000.00	0.16%	5,736.83	5,736.83	7,814,736.83	7,814,736.83	Texas CLASS
Pool	Debt Service	---	70525405	04/27/11	08/12/11	11,208,000.00	0.15%	4,927.47	4,927.47	11,212,927.47	11,212,927.47	Texas CLASS
Pool	Debt Service	---	71675918	07/22/11	08/12/11	1,536,000.00	0.11%	95.92	95.92	1,536,095.92	1,536,095.92	Texas CLASS
Pool	Special Revenue	---	70823692	05/13/11	08/16/11	2,000,000.00	0.15%	762.72	762.72	2,000,762.72	2,000,762.72	Texas CLASS
Pool	Motor Vehicle	1100	71624858	07/19/11	08/17/11	484,887.51	0.13%	50.35	50.35	484,937.86	484,937.86	Texas CLASS
Pool	General	1100	69520300	02/02/11	08/19/11	2,000,000.00	0.16%	1,732.19	1,732.19	2,001,732.19	2,001,732.19	Texas CLASS
Pool	General	1100	69520300	02/02/11	08/24/11	3,000,000.00	0.16%	2,641.32	2,641.32	3,002,641.32	3,002,641.32	Texas CLASS
Pool	Motor Vehicle	1100	71709758	07/27/11	08/24/11	443,669.00	0.14%	46.13	46.13	443,715.13	443,715.13	Texas CLASS
Pool	General	1100	69520300	02/02/11	08/30/11	38,000,000.00	0.16%	34,660.20	34,660.20	38,034,660.20	38,034,660.20	Texas CLASS
Pool	Motor Vehicle	1100	71795647	08/03/11	08/31/11	539,444.25	0.13%	54.30	54.30	539,498.55	539,498.55	Texas CLASS
	TOTALS					70,156,814.63		52,506.20	52,506.20	70,209,320.83	70,209,320.83	

--- indicates more than one account number for that fund

Avg. yield
0.14%

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Outstanding Investments
For the month ending August 31, 2011

Investment Type	%	Principal Amount	Interest earned in Month
Certificate of Deposit	36%	65,000,000.00	38,643.83
Discount Note	0%	-	-
US Treasury Bill	0%	-	-
Money Market Fund	0%	-	-
Pool	64%	117,214,455.43	8,447.39
Agencies	0%	-	-
Total		182,214,455.43	47,091.22

	%	Principal Amount	Interest earned in Month
General Fund	61%	112,014,455.43	38,744.16
Special Revenue	10%	18,000,000.00	2,140.27
Debt Service	0%	-	-
Capital Projects	22%	39,400,000.00	4,684.82
Proprietary Funds	7%	12,800,000.00	1,521.97
Trust & Agency Funds	0%	-	-
Total		182,214,455.43	47,091.22

Institutions Name	%	Principal Amount	Interest earned in Month
Lone Star National Bank	36%	65,000,000.00	38,643.83
First National Bank	0%	-	-
Texas CLASS	64%	117,214,455.43	8,447.39
Merrill Lynch	0%	-	-
FNB Wealth Management	0%	-	-
Total		182,214,455.43	47,091.22

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending August 31, 2011

08/31/11

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution
CD	General Fund	1100	45206915	12/16/10	12/15/11	364	259	106	5,000,000.00	530,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206916	12/16/10	12/15/11	364	259	106	5,000,000.00	530,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206917	12/16/10	12/15/11	364	259	106	5,000,000.00	530,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206918	12/16/10	12/15/11	364	259	106	5,000,000.00	530,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206919	12/16/10	12/15/11	364	259	106	5,000,000.00	530,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206920	12/16/10	12/15/11	364	259	106	5,000,000.00	530,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206921	12/16/10	12/15/11	364	259	106	10,000,000.00	1,060,000,000.00	0.70%	5,945.21	69,808.22	10,000,000.00	10,005,945.21	Lone Star National
CD	General Fund	1100	45206922	12/16/10	12/15/11	364	259	106	5,000,000.00	530,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206923	12/16/10	12/15/11	364	259	106	10,000,000.00	1,060,000,000.00	0.70%	5,945.21	69,808.22	10,000,000.00	10,005,945.21	Lone Star National
CD	General Fund	1100	45206927	12/16/10	12/15/11	364	259	106	10,000,000.00	1,060,000,000.00	0.70%	5,945.21	69,808.22	10,000,000.00	10,005,945.21	Lone Star National
Pool	Special Revenue	---	69617551	02/10/11	09/01/11	203	202	1	17,000,000.00	17,000,000.00	0.14%	2,021.37	13,236.71	17,000,000.00	17,002,021.37	Texas CLASS
Pool	Proprietary	---	69636640	02/11/11	09/01/11	202	201	1	12,800,000.00	12,800,000.00	0.14%	1,521.97	9,917.37	12,800,000.00	12,801,521.97	Texas CLASS
Pool	Special Revenue	---	70823692	05/13/11	09/01/11	111	111	1	1,000,000.00	1,000,000.00	0.14%	118.90	425.75	1,000,000.00	1,000,118.90	Texas CLASS
Pool	Capital Project	---	71721760	07/27/11	09/01/11	36	35	1	39,400,000.00	39,400,000.00	0.14%	4,684.82	5,440.44	39,400,000.00	39,404,684.82	Texas CLASS
Pool	Motor Vehicle	1100	71875158	08/10/11	09/07/11	28	22	7	620,347.17	4,342,430.19	0.14%	52.35	66.62	620,347.17	620,399.52	Texas CLASS
Pool	Motor Vehicle	1100	71945473	08/16/11	09/14/11	29	16	14	509,063.82	7,126,893.48	0.14%	31.24	56.62	509,063.82	509,095.06	Texas CLASS
Pool	Motor Vehicle	1100	72006789	08/24/11	09/21/11	28	8	21	431,870.19	9,069,273.99	0.14%	13.25	46.38	431,870.19	431,883.44	Texas CLASS
Pool	Motor Vehicle	1100	72070379	08/30/11	09/28/11	29	2	28	453,174.25	12,688,879.00	0.14%	3.48	50.41	453,174.25	453,177.73	Texas CLASS
Pool	General Fund	1100	72074402	08/31/11	09/01/11	1	0	1	45,000,000.00	45,000,000.00	0.14%	-	172.60	45,000,000.00	45,000,000.00	Texas CLASS
	TOTALS								182,214,455.43	7,038,427,476.66		47,091.22	483,166.34	182,214,455.43	182,261,546.65	

--- indicates more than one account number for that fund

Avg. yield	WAM
0.43%	38.63

AI-28816 **7. A.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

1. City of Edinburg:
The contractor proposes to bore and install a 16" PVC casing for a 8" PVC sanitary sewer line across Kenyon Road. The bore will be 160.0' north of Ingle Road. The sanitary sewer is for a residential subdivision (Mandalay Bay).

2. North Alamo Water Supply:
Approximately 310' north of Curry Rd on the east side of Sharp Rd- Bore- Solis Acres Sub; 3/4" service connection w/2" PVC casing

3. Agua S.U.D.:
Install approx 3150 feet of 8" PVC water main on the west side of Liberty Rd. in the area south of 4 Mile Line from Las Codornices Sub. in Penitas, TX. A 12" bore is proposed crossing Liberty Rd. to connect to an existing 8" water main on the East side of Liberty Rd. approx 400' N of Fir St.

BACKGROUND

Attachments

Edinburg/NAWSC/Agua

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 02:55 PM
Olga Garza	Olga Garza	09/28/2011 03:57 PM
Auditor's Office	Arcilia Duran	09/28/2011 04:08 PM

Form Started By: Rebecca Gomez Started On: 09/27/2011 11:48 AM

Final Approval Date: 09/28/2011

REVISED JANUARY 2011

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 4th day of October, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

City of Edinburg hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8 inch water/ gas/ sewer/ irrigation line; said line to be constructed of 8" PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. The contractor proposes to bore and install a 16" PVC casing for a 8" PVC sanitary sewer line across Kenyon Road. The bore will be 160.0' North of Ingle Road. The sanitary sewer if for a proposed residential subdivision (Mandalay Bay).

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" PVC line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 4th day of October, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

North Alamo Water Supply

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Approximately 310' north of Curry Rd on the east side of Sharp Rd- Bore- Solis Acres Sub; ¾" service connection w/2" PVC casing

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 4th day of October, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

Agua S.U.D.

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Install approx 3150 feet of 8" PVC water main on the west side of Liberty Rd. in the area south of 4 Mile Line from Las Codornices Sub. In Penitas, TX. A 12" bore is proposed crossing Liberty Rd to connect to an existing 8" water main on the east side of Liberty Rd. approx 400' N. of Fir St.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-28808 **8. A.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
10038.00.000.0244.33	Edwards Abstract & Title Co	$4046.43
T7353.02.000.0005.00	Corelogic	$8290.34

BACKGROUND

Attachments

frnt pg
accts pg
Edwards
Corelogic

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/27/2011 10:07 AM
Perla Lopez	Perla Lopez	09/28/2011 11:31 AM
Auditor's Office	Arcilia Duran	09/30/2011 08:34 AM

Form Started By: Hilda Fuentes Started On: 09/27/2011 08:22 AM

Final Approval Date: 09/30/2011

Office of Tax Assessor - Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

September 22, 2011

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
1.10038.00.000.0244.33	EDWARDS ABSTRACT & TITLE CO	$ 4,046.43
2.T7353.02.000.0005.00	CORELOGIC	$ 8,290.34

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG 9/19/11	Collecting tax for: (Tax Units) GHD-SST-DRJ-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
ELIZONDO NOEMI & ET AL ✝ PAYER: EDWARDS ABSTRACT & TITLE CO ✝

Present mailing address *(number and street)*
1101 KERRIA AVE ✝

City, town or post office, state, ZIP code
MCALLEN, TX 78501

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): PORCION 38-39-40 LT 4

Step 2: Describe the property

Address or location of property:

100639 ✝

Account number of property:
10038.00.000.0244.33

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2004-10 ✝	02/22 / 2011	$ 4046.43	$ 4046.43
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 4046.43 ✝

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR BY EDWARDS WANTS

MONIES APPLIED TO CORRECT ACCT#10038.00.000.0244.0H ✝

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature ✝ Date of application for tax refund 8/31/11 ✝

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here ➡ Authorized officer Date 9/21/11

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* ✝ Date 9/18/11 ✝

9/14

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
URESTI JOSE R & CECILIA I * PAYER: CORELOGIC *

Present mailing address *(number and street)*
1409 S STEWART RD

City, town or post office, state, ZIP code
MISSION, TX 78572

Phone *(area code and number)*

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): TRINITY GROVE AT CIMARRON PH 2 LT 5 *

Address or location of property:

667982 *

Account number of property:
T7353.02.000.0005.00 *

OR Tax receipt number:

Step 3: Give the tax payment information

	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1.	ALL ENTITIES	2010 *	12/22 / 2010	$ 8290.34	$ 8290.34
2.			/	$	$
3.			/	$	$
4.			/	$	$
5.	TOTAL		/	$	$ 8290.34 *

Taxpayer's reason for refund *(attach supporting documentation)*: AS PER HOMEOWNER HE IS RESPONSIBLE FOR HIS TAXES WE HAVE HIS MONEY IN ESCROW

HP

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature: [signature] * Date of application for tax refund: 8-31-11 *

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 9-16-11 9/19/11

sign here — Authorized officer: [signature] Date: 9/21/11

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*: [signature] * Date: 9/8/11 *

9/14

AI-28837 **9. A.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Requesting approval to issue payment for tax year 2010 in the amount of $182,937.06 to H.E.B. Grocery Company pursuant to the Economic Development Agreement between the City of Weslaco, Hidalgo County, and H.E.B. Grocery Company.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-311-11-000-000-0-000

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

In relation to economic development agreement, payment request for HEB for tax year 2010 will be paid from "Gen. Fund-Current Taxes-Real Property" revenue acct; hence this will reduce current taxes revenues.

Attachments

EDA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 10:59 AM
Erika Zamora	Erika Zamora	09/29/2011 02:37 PM
Auditor's Office	Arcilia Duran	09/30/2011 08:35 AM

Form Started By: Maria Medina Started On: 09/28/2011 10:33 AM

Final Approval Date: 09/30/2011

MASTER ECONOMIC DEVELOPMENT AGREEMENT

By and Among

CITY OF WESLACO, TEXAS,

HIDALGO COUNTY, TEXAS,

and

HEB GROCERY COMPANY, L.P.

Effective as of March 6, 2008

MASTER ECONOMIC DEVELOPMENT AGREEMENT

This **MASTER ECONOMIC DEVELOPMENT AGREEMENT** (this "***Agreement***") is entered into to be effective as of the 6th day of March, 2008 (the "***Effective Date***"), by and among the **CITY OF WESLACO, TEXAS** (the "***City***"), a home-rule municipality organized under the laws of the State of Texas, **HIDALGO COUNTY, TEXAS** (the "***County***"), and **HEB GROCERY COMPANY, L.P.**, a Texas limited partnership (the "***Developer***").

RECITALS

WHEREAS, the Developer desires to operate a warehouse distribution center containing approximately 400,000 square feet in a single building with fixed in-place racking (collectively and with all future improvements and additions, the "***Facility***") on the approximately 56.31-acre tract of real property located in Weslaco, Hidalgo County, Texas described on ***Exhibit A*** attached hereto (the "***Site***"), which Site was selected and purchased by Developer without relying on any representations from the City or the County, including as to suitability of the location for its purposes; and

WHEREAS, operation of the Facility will retain and create new jobs and tax value, and will promote local economic development and stimulate business and commercial activity in the City and the County; and

WHEREAS, the Developer has advised the City and the County that a contributing factor that would induce the Developer to operate the Facility would be the making of an economic development grant to defray a portion of the costs to be incurred by the Developer as a consequence of operating the Facility, and to repay the Developer for its contribution to the widening, improvement to drainage, and general improvements to that portion of N. Westgate Drive in the City of Weslaco generally located between Expressway 83 and Business 83 (such improvements to N. Westgate Drive, the "***Road Improvements***"), as further described on ***Exhibit B*** and ***Attachments B-1, B-2*** and ***B-3*** thereto; and

WHEREAS, under Chapter 380 of the Texas Local Government Code, the City has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the City, including by making

grants of public money, and has determined to enter into a Chapter 380 Economic Development Agreement with the Developer (the ***"380 Agreement"***); and

WHEREAS, under Chapter 381 of the Texas Local Government Code, the County has adopted an economic development program to stimulate business and commercial activity within the County, including through the use of county funds and has determined to enter into a Chapter 381 Economic Development Agreement (the ***"381 Agreement"***); and

WHEREAS, the City Commission of the City and the Commissioners Court of the County each has found and determined that by entering into this Agreement, as well as separately entering into its respective 380 Agreement or 381 Agreement, as the case may be, referred to herein and executed contemporaneously herewith, the public interest and welfare will be advanced, and potential economic benefits will accrue to the City and the County, respectively, consistent with the City's and County's economic development objectives; and

WHEREAS, the City, the County, and the Developer desire to set forth in this Agreement the basic rights and obligations of the parties, including with regard to the Road Improvements; and

WHEREAS, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

PURPOSE AND INTERPRETATION

SECTION 1.1 OBJECTIVES. The Developer wants to develop the Facility on the Site (the Facility, with fixed in-place racking, located on the Site and with the Road Improvements sometimes herein, the ***"Project"***).

SECTION 1.2 CONCEPT AND STRUCTURE. Subject to the terms and conditions of this Agreement, the 380 Agreement, and the 381 Agreement (those three agreements sometimes hereinafter collectively, the ***"Grant Agreements"***), Developer is willing to fund (***"Developer's Contribution"***) up to Four Million and No/100Dollars ($4,000,000.00) toward the Road Improvements, which Road Improvements will be built

on behalf of the City. The Developer believes that without the Road Improvements, N. Westgate Drive would not be adequate for the truck-borne commercial activity anticipated to be generated in the area by the Facility. In order to encourage the Developer to (i) develop the Facility, and (ii) provide Developer's Contribution, and to make the area surrounding the Site more attractive to other businesses, the City and the County will make economic development grants to Developer, including for the purpose of their shared reimbursement of Developer's Contribution, as more fully described in their respective Grant Agreements. The County and the City will establish "Tax Funds", as defined below, into which real property taxes and personal property taxes generated by the Facility and the Site will be deposited for subsequent reimbursements and other grant payments to Developer, as described in the Grant Agreements, including the 380 Agreement, the form of which is attached as ***Exhibit C*** hereto, and the 381 Agreement, the form of which is attached as ***Exhibit D*** hereto. Notwithstanding any other provision of the Grant Agreements to the contrary, the Developer may elect whether or not to build the Facility in Developer's sole discretion, and Developer's responsibility for Developer's Contribution will arise only if (i) Developer elects to build the Facility, and (ii) the Grant Agreements are executed by all parties thereto. Notwithstanding any other provisions of the Grant Agreements to the contrary, neither the City nor the County shall have any obligations under the Grant Agreements unless the Developer is in full compliance with its obligations under the Grant Agreements. In the event of any conflict between the terms of this Agreement and the other Grant Agreement, the terms of the respective 380 Agreement or 381 Agreement, as the case may be, shall control.

SECTION 1.3 TERM. The term of this Agreement shall be twenty (20) years from the Effective Date hereof, plus such additional time as is necessary for the grant payments described herein arising in the 20th year to be collected and disbursed.

ARTICLE II

PAYMENT OF GRANTS

SECTION 2.1. SEPARATE OBLIGATIONS OF THE DEVELOPER. The payment of all indebtedness and obligations incurred by the Developer in connection with the operation of the Facility shall be solely the obligations of the Developer. The County and the City shall not be obligated to pay any indebtedness or obligations of the Developer. The County and the City shall only be obligated to make grants and reimburse the Developer in accordance with the terms and conditions of their respective Grant Agreements, and shall have no obligation with respect to the other's obligations under the Grant Agreements. Developer hereby agrees to indemnify and hold the City and the County harmless from and against any indebtedness or obligations of the Developer regarding the operation of the Facility other than their respective obligation to make grants and reimbursements as expressly provided herein and in their respective Grant Agreements.

SECTION 2.2. TAX FUND. The City and the County will each provide for the payment of their respective Grant Payments to be made pursuant to the Grant Agreements by establishing separate funds into which a certain portion of all "Property

Taxes" (as that term is defined below) shall be deposited (such fund, as created by the appropriate government, a ***"Tax Fund"***). During the term of this Agreement, each of the City and the County will pay to Developer, on an annual basis, all Net Funds then available in their respective Tax Fund as grant payments pursuant to the Grant Agreements. For purposes of the Grant Agreements, ***"Net Amounts"*** means the amount of all of the Property Taxes (as defined below) in excess of the amount of Property Taxes assessed against the Site for the calendar year 2006 (the ***"Baseline Amount"***). Once established, the Baseline Amount shall be used every year as the baseline against which to calculate increased Net Amounts that will be paid out as Grant Payments.

SECTION 2.3 REAL AND PERSONAL PROPERTY TAXES. Each of the City and the County levy real property taxes and personal property taxes, which taxes are billed and collected by the Hidalgo County Tax Office (the ***"Tax Office"***). The ***"Real Property Taxes"***, ***"Personal Property Taxes"*** and ***"Property Taxes"*** hereunder are, with regard to the City and the County, as defined in their respective Grant Agreements. Following their receipt by the City or the County, as appropriate and from time to time in accordance with their respective Grant Agreements, the Property Taxes shall be deposited into that government's Tax Fund.

SECTION 2.4. DURATION OF PAYMENTS. The (a) Real Property Taxes shall be paid to Developer as a grant for each of the twenty (20) years following the year that includes the Effective Date, and (b) Personal Property Taxes shall be paid as an economic incentive for Developer's Contribution and development of the Facility until the sooner of (i) repayment to Developer in full of Developer's Contribution, plus interest, or (ii) twenty (20) years of payments, all as more fully described in the Grant Agreements, including with regard to the City's and County's reimbursement of its share of the Developer's Contribution. Nothing herein shall be construed to change the limitations on or to extend the term of payments from the County as set forth in the 381 Agreement, or to otherwise increase the County's obligation to the Developer as set forth in the 381 Agreement.

SECTION 2.5. CONDITION TO THE OBLIGATIONS OF THE COUNTY AND CITY. Notwithstanding any other provision of the Grant Agreements to the contrary, the City and County shall have no duty or obligation to reimburse any of Developer's Contribution or to make grant payments (i) unless and until Developer's Contribution has been made to the City and (ii) unless Developer is in full compliance with its obligations under the Grant Agreement.

ARTICLE III

COVENANTS

SECTION 3.1. COVENANTS OF DEVELOPER. During the term of this Agreement, Developer shall comply with the following covenants.

SECTION 3.1.1. OPERATION OF FACILITY. The Facility shall be operated, maintained and managed directly by the Developer or any successor in a first class manner, consistent with the operation and management for other similar facilities, and in compliance with all applicable laws, including by obtaining and keeping in effect at all times all permits, licenses and contractual arrangements as may be necessary to meet the standard of operation described in the foregoing sentence. The foregoing shall not be construed to create an obligation of continuous operations during the term of this Agreement; provided, however, that once the Facility has opened, if Developer thereafter ceases all business activity at the Facility for a period of at least twelve (12) continuous months for any reason other than remodeling, repair, or an event of force majeure, then each of the City and the County shall have the right to terminate this Agreement effective sixty (60) days after delivery of notice thereof unless Developer has recommenced business activity in the Facility prior to the expiration of such 60-day cure period.

SECTION 3.1.2. BUSINESS OF THE DEVELOPER. The Developer shall conduct all operations within the Facility in compliance with all federal and state laws, City ordinances and County orders.

SECTION 3.2. COVENANTS OF THE COUNTY AND CITY. The City and the County agree that during the term of this Agreement, its respective Tax Fund shall remain a separate, unencumbered fund or account containing only the Property Taxes (and accumulated interest, if any) to be deposited into the Tax Fund pursuant to its respective Grant Agreement.

SECTION 3.3. OBLIGATIONS SPECIFIC TO THE ROAD IMPROVEMENTS.

SECTION 3.3.1. CONTRACT FOR PUBLIC INFRASTRUCTURE. The Developer will enter into a contract or contracts with third party contractors (each a "***Contractor***") to outline and oversee all work on the construction of the Road Improvements (each a "***Road Improvement Contract***"). The Road Improvement Contracts shall contain appropriate terms requiring all parties to maintain separate records and accounting for construction of the Road Improvements. All Road Improvement Contracts shall be subject to the prior written approval of County and City, which shall not be unreasonably withheld. Upon receiving a copy of the Road Improvement Contract from the Developer, the County and City shall provide comments (if any) or written approval within ten (10) business days after receiving the same. If the County and City does not provide comments or written approval within said 10 business day period, the County and City shall be deemed to have approved of the Road Improvement Contract and the Developer shall have the right to execute same. All Road Improvement Contracts must meet the requirements of this Agreement, specifically including, without limitation, those of Sections 3.3 through 3.7. Nothing contained herein shall be construed to require the Developer to comply with government purchasing requirements unless

Developer is subject to such requirements other than through the Grant Agreements.

SECTION 3.3.2. MANAGEMENT OF CONSTRUCTION OF THE ROAD IMPROVEMENTS. The Developer shall perform the usual and necessary management services incident to projects of the nature and scope of the construction of the Road Improvements. The Developer shall thoroughly inspect the work of all Contractors and all subcontractors undertaking work on the Road Improvements. In addition, the Developer shall strive to fully and completely settle, by litigation or otherwise, any claims of any Contractor or subcontractor relating to or arising out of the construction of the Road Improvements or performance or nonperformance under any Road Improvement Contract without involving the County or City.

SECTION 3.3.3. REPORTING RELATED TO ROAD IMPROVEMENTS. During construction and until the Actual Completion Date, the Developer shall submit all the information required by the County under the Chapter 381 Agreement and by the City under the Chapter 380 Agreement.

SECTION 3.3.4 CONVEYANCE OF ROAD IMPROVEMENTS. After the Developer has completed the Road Improvements, the Developer shall convey and the City shall accept dedication of the Road Improvements. Upon such dedication and acceptance, the City shall be responsible for maintaining the Road Improvements in a manner consistent with similar infrastructure maintained by the City. The amount of the Road Improvements to be built by the Developer and dedicated to the City shall be limited in accordance with the projects set forth in the Exhibit B. In the event that the cost of the Road Improvements exceeds the amount set forth in the Projected Budget, any excess costs shall be paid by the Developer or the City.

SECTION 3.4 INSURANCE REQUIREMENTS. The Developer shall ensure that the general contractors, engineer and architect shall, at their sole expense, maintain in effect at all times during the full term of the construction of the Facility, insurance coverages substantially consistent with that required by the Developer on other similar projects with insurers licensed to do business in the State of Texas and reasonably acceptable to the County, City and the Developer. The County and City will be named as additional insured in all such policies and shall provide appropriate certificates of insurance to the County and City.

SECTION 3.5 RELEASE AND WAIVER. Prior to the Developer conveying Road Improvements to the City, all general contractors and all subcontractors (excluding any subcontractors intended to do less than $25,000 worth of work on the Project) (all subcontractors intended to do at least $25,000 worth of work, "***Subcontractors***"), including without limitation all Contractors, architects and engineers, shall release, and shall cause their insurers to release, the City, the County, the Developer, and other Construction Indemnitees from any and all claims or causes of action whatsoever which

they or their insurers might otherwise possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance, including the deductible portion thereof, maintained and/or required to be maintained pursuant to this Agreement, the construction contract, the architect agreement, or any other contract or subcontract, except to the extent such claims or causes of action arise from or are attributed to the sole or concurrent negligence of any Construction Indemnitee.

SECTION 3.6 INDEMNITY. The Developer shall ensure that an indemnity provision substantially in the form of the following is incorporated in the Road Improvement Contracts and construction contracts for the Facility, the architect agreement, the engineer agreement and all other contracts and subcontracts (each, a "***Contract***"), as applicable.

> "To the fullest extent permitted by applicable law, [**Contractors, Architects,** Engineers, **Subcontractors**] ("***Indemnitor***") shall indemnify, protect, defend and hold harmless the **County** and the **City**, and each of their respective agents, employees, affiliated companies, successor and assigns (collectively, "***Construction Indemnities***") for, from and against all liabilities, claims, damages, fines, penalties, losses, liens, causes of action, costs, and expenses (including court costs, attorney's fees and costs of investigation) of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (1) the services or work performed pursuant to such Contract, (2) the Contract, or (3) any act or omission of Indemnitor, anyone directly or indirectly employed by Indemnitor, or anyone that the Indemnitor controls or exercises control over (collectively, "***Liabilities***"). Indemnitor shall promptly advise [the **County**], [the **City**], and [the **Developer**] in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Indemnitor, at its expense, shall assume on behalf of [the **County**], [the **City**] and [the **Developer**] (and the other Construction Indemnitees) and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to [the **County**], [the **City**] and [the **Developer**]; provided, however, that [the **County**], [the **City**] and [the **Developer**] shall each have the right, at their option, to be represented therein by advisory counsel of their own selection and at their own expense. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, worker's compensation acts, disability benefit acts or other employee's benefit acts.

SECTION 3.7. FURTHER ACTIONS. The County, the City and the Developer will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of the Grant Agreements and to aid and assist each other in carrying out such objectives, terms and provisions, provided that neither the County nor the City shall be required to spend money or have further obligations other than to make the economic development incentives pursuant to the terms of their respective Grant Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER. The Developer represents and warrants to the City and the County, as of the Effective Date, as follows:

SECTION 4.1.1. ORGANIZATION. The Developer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas. The business that Developer proposes to carry on at the Facility may lawfully be conducted by the Developer.

SECTION 4.1.2. AUTHORITY. The execution, delivery and performance by the Developer of the Grant Agreements is within the Developer's powers and have been duly authorized by all necessary action of the Developer.

SECTION 4.1.3. NO CONFLICTS. Neither the execution and delivery of the Grant Agreements, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof will contravene the organizational documents of the Developer or any provision of law, statute, rule or regulation to which the Developer is subject or any judgment, decree, license, order or permit applicable to the Developer, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the Developer pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the Developer is a party or, to the knowledge of the Developer, by which the Developer is bound, or to which the Developer is subject.

SECTION 4.1.4. NO CONSENTS. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution, delivery and performance by the delivery of the Grant Agreements or the consummation of the transactions contemplated hereby or thereby.

SECTION 4.1.5. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 4.1.6. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the Developer, threatened against or affecting the Developer or any subsidiaries of the Developer, questioning the validity or any action taken or to be taken by the Developer in connection with the execution, delivery and performance by the Developer of the Grant Agreements or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the Developer hereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Developer to perform, its obligations under the Grant Agreements or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Facility).

SECTION 4.1.7. NO DEFAULTS. The Developer is current in its obligation to pay taxes to the City and the County, and is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which the Developer is a party or by which the Developer or any of its property is bound that would have any material adverse effect on the Developer's ability to perform under the Grant Agreements.

SECTION 4.1.8. FULL DISCLOSURE. Neither the Grant Agreements nor any schedule or exhibit attached hereto in connection with the negotiation of the Grant Agreements contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

SECTION 4.1.9. OBLIGATIONS LIMITED. The Developer acknowledges that neither the County nor the City is committed or obligated to pay any expenditure incurred with respect to the operation of the Facility and the construction of the Roadway Improvements except as specifically provided in their respective Grant Agreements.

SECTION 4.2. REPRESENTATION AND WARRANTIES OF THE CITY AND THE COUNTY. The County and the City severally represent and warrant to the Developer as to themselves, to the actual knowledge of the Commissioner's Court as to the County and of the City Commission as to the City, as of the Effective Date, as follows:

SECTION 4.2.1. AUTHORITY. The execution, delivery and performance by the County and the City of the Grant Agreements are within their respective powers and have been duly authorized by all necessary action.

SECTION 4.2.2. NO CONFLICTS. Neither the execution and delivery of the Grant Agreements, nor the consummation of any of the transactions herein or

therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene any applicable provision of law, statute, ordinance, rule or regulation to which the County or the City to their knowledge is subject or any judgment, decree, license, order or permit applicable to the County or the City.

SECTION 4.2.3. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the County and the City, enforceable against the County and the City in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, or other state laws, as in effect from time to time.

SECTION 4.2.4. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the County or the City, threatened against or affecting the County, or the City, threatened against or affecting the County or the City, questioning the validity of any proceedings taken or to be taken by the County and the City in connection with the execution, delivery and performance by the County and the City of the Grant Agreements or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the County or the City hereof or thereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the County and City to perform, their respective obligations under the Grant Agreements.

SECTION 4.2.5. NO DEFAULTS. The County and the City are not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the County or the City is a party or by which the County or the City are bound that would have any material adverse effect on the County's or the City's ability to perform under the Grant Agreements.

ARTICLE V
PERSONAL LIABILITY OF PUBLIC OFFICIALS

To the extent permitted by State law, no employee of the City or County, nor any commission member of the City or member of the County's Court, shall be personally responsible for any liability arising under or growing out of the Grant Agreements.

ARTICLE VI
MISCELLANEOUS

SECTION 6.1. ENTIRE AGREEMENT. This Agreement, including exhibits hereto, and along with the 380 Agreement (excluding the County) and the 381 Agreement

(excluding the City), contain the entire agreement between the parties with respect to the transactions contemplated herein. Notwithstanding any provision to the contrary, under no circumstances shall this Agreement be deemed to increase the liability or obligations of the City or County beyond those contained in the 380 Agreement or the 381 Agreement respectively.

SECTION 6.2. AMENDMENT. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties.

SECTION 6.3. SUCCESSORS AND ASSIGNS. In this Agreement, unless a clear contrary intention appears, reference to any party includes such party's successors and assigns, and reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Developer may assign this Agreement to any affiliate of Developer. For purposes of this Agreement, "***Affiliate***" means any person, entity or group of persons or entities that controls the Developer, that the Developer controls or that is under common control with the Developer. Except as just stated, this Agreement is not assignable without the prior written permission of the other parties thereto.

SECTION 6.4. WAIVER. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

SECTION 6.5. REMEDIES. Upon breach of any of the covenants contained in Article III or the representations and warranties contained in Article IV, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages. Developer acknowledges and agrees that its' remedies against the City or the County are subject to any limitations or restrictions set forth in the respective Grant Agreements.

SECTION 6.6. NOTICES. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

DEVELOPER:

HEB Grocery Company, L.P.
646 South Main
San Antonio, Texas 78204

Attn: Vice President of Real Estate
Telephone: (210) 938-8000
Facsimile: (210) 938-7633

With a copy to:

HEB Grocery Company, L.P.
646 South Main
San Antonio, Texas 78204
Attn: Legal Department
Telephone: (210) 938-8000
Facsimile: (210) 938-7816

CITY:

City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78540
Attn: City Mayor
Telephone: (956) 968-3181
Facsimile: (956) 968-6672

With a copy to:

City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78540
Attn: City Manager
Telephone:(956) 973-3110
Facsimile: (956) 968-6672

COUNTY:

Hidalgo County
100 E. Cano
Edinburg, Texas 78539
Attn: County Judge
Telephone: (956) 318-2600
Facsimile: (956) 318-2699

With a copy to:

Atlas & Hall, L.L.P.
818 Pecan
McAllen, TX 78501
Attn: Stephen L. Crain,
Telephone: (956) 682-5501
Facsimile: (956) 686-6109

SECTION 6.7. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

SECTION 6.8. SEVERABILITY. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall

not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 6.9. NO THIRD-PARTY BENEFICIARIES. The County, the City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County, the City, and the Developer or permitted assignees of such parties, except that the indemnification and hold harmless obligations by the Developer provided for herein shall inure to the benefit of the indemnitees.

SECTION 6.10. NO JOINT VENTURE. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION 6.11. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

SECTION 6.12. FORCE MAJEURE. Means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

EXECUTED to be effective as of the Effective Date.

CITY OF WESLACO

Buddy de la Rosa, Mayor

ATTEST:

AMANDO C. ELIZONDO, City Secretary

APPROVED AS TO FORM:

RAMON VELA, City Attorney

COUNTY OF HIDALGO, TEXAS

Name: J. D. Salinas, III
Title: County Judge

ATTEST:

Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

HEB GROCERY COMPANY, L.P.

By: _____
Name: Todd A. Piland
Title: Executive Vice President

EXHIBIT A	Site
EXHIBIT B	Scope of Road Improvements (with Attachments B-1, B-2 and B-3)
EXHIBIT C	Chapter 380 Agreement
EXHIBIT D	Chapter 381 Agreement

EXHIBIT A
Site

Lot 4, Block A, HEB Weslaco #4, a subdivision in the City of Weslaco, Hidalgo County, Texas according to Volume 35 page 75 of the plat records of Hidalgo County, Texas.

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EXHIBIT B

Scope and Projected Cost of Road Improvements

City of Weslaco / Hidalgo County
Infrastructure Improvements Project
Westgate and Panther Drive

The following outline will provide a preliminary scope statement relating to the infrastructure improvements to Westgate and Panther Drive in Weslaco Texas that will be included in the 380 agreement between H-E-B and the City of Weslaco and the 381 agreement with the County of Hidalgo.

Project	Exhibit	Projected Cost
Westgate Road – From HWY 83 to Panther	**B-1**	**$2,950,000**
Panther Drive – Between Westgate and Border	**B-2**	**$ 560,000**
Design / Construction Management	**B-3**	**$ 490,000**
Total Budget Cost		**$4,000,000**

In the event that after accounting for the Project described in the table above there are funds left from the $4,000,000 Total Budget Cost, then such remaining funds may, upon written request to and consent of the County and City, be used to reimburse the Developer for costs related to improvements to Westgate beyond Panther Drive up to and including its intersection with Bus 83.

ATTACHMENT "B-1"

WESTGATE ROAD – FROM HWY 83 TO BUS. 83

Improvements on Westgate from HWY 83 to Business 83 include:

- **Re-construction of the roadway from HWY 83 to Panther Drive within the existing curb limits, with heavy asphalt paving sections along the roadway and concrete sections in the intersections of Pike and Panther Drive.**
- **Reconstruct the roadway from Panther Drive to Bus. 83, to the extent funds are available.**
- **Drainage improvements including a 48" / 36" storm drain in Westgate ROW**
- **Addition of a signal at Panther and Westgate**
- **Update the signal at Westgate and Pike**
- **Synchronization of the signals on Westgate from Business 83 to State hwy 83.**

Current cost estimate:

- **Costs associated with the improvements of Westgate re-construction as described above is $2.95MM dollars, including the signal work.**

Current anticipated schedule:

- **Engineering beginning in late March, 2008.**
- **City review drawings and submit construction documents for bid May, 2008.**
- **Under contract and initiate work July, 2008.**
- **Phase project to complete the storm sewer installation prior to the roadway work, with a storm completion of early September, 2008.**
- **Six (6) Months of construction in Westgate completing the road in phases, allowing for traffic to continue along the roadway throughout construction. Completion in December, 2008.**

ATTACHMENT "B-2"

PANTHER DRIVE – BETWEEN WESTGATE AND BORDER

Improvements to Panther Drive between Westgate and Border will include:

- **8' lane widening to the South side of Panther, from Westgate to the H-E-B truck entrance (approximately 1,000 LF). Final configuration will be 4 lanes, 2 eastbound and 2 westbound.**
- **Adjustment of the necessary utilities on the South side of Panther in the location of the lane widening.**
- **Re-construction of the existing pavement to a heavy traffic paving section, including concrete paving approach on Panther at Westgate and at the H-E-B truck entrance.**
- **A transition from the widened section to the original section East of the truck entrance.**
- **A 1" overlay for the remaining portion of Panther Drive East of the truck entrance to Border.**
- **Elimination of the planned sidewalk on the south side of Panther Drive from Westgate to Border (the intent will be to induce pedestrian traffic to stay on the sidewalk on the North side of Panther that runs from Westgate to Border, and circumnavigates the school property).**

Current Cost Estimate:

- **Costs associated with the improvements of ~~Westgate~~ Panther re-construction as described above is $560,000 dollars.**

Current anticipated schedule:

- **Construction of Panther would be phased with the Westgate Construction. Total time to complete the work on Panther is estimated to be 2.5 months, and will start in the spring to be completed prior to February, 2009.**

ATTACHMENT "B-3"

DESIGN / CONSTRUCTION MANAGEMENT

This work is to be completed by SWC/TEDSI for a fee of approximately $490,000

Westgate / Panther Drive Infrastructure Improvements

Proposed Schedule

Year	2008									2009		
Month	M	A	M	J	J	A	S	O	N	D	J	F
Design												
Permits												
Phase I Westgate / Drainage												
Phase II Westgate												
Phase III Panther Drive												

Capital Projections

Year	2008									2009		
Month	M	A	M	J	J	A	S	O	N	D	J	F
Design		$ 395,000										
Permits			$ 55,000									
Phase I Westgate / Drainage					$ 1.790MM							
Phase II Westgate							$ 1.180MM					
Phase III Panther Drive										$ 580,000		
$ 4,000,000.00	$ 112,500	$ 112,500	$ 112,500	$ 112,500	$ 495,000	$ 495,000	$ 495,000	$ 495,000	$ 495,000	$ 495,000	$ 290,000	$ 290,000

EXHIBIT C
Chapter 380 Agreement

EXHIBIT "C"
CHAPTER 380
ECONOMIC DEVELOPMENT AGREEMENT

By and Between

CITY OF WESLACO, TEXAS,

and

HEB GROCERY COMPANY, L.P.

Effective as of _____, 2007

CHAPTER 380

ECONOMIC DEVELOPMENT AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT** (this "***Agreement***") is entered into to be effective as of the ____ day of _____, 2007 (the "***Effective Date***"), by and between the **CITY OF WESLACO, TEXAS** (the "***City***"), a home-rule municipality organized under the laws of the State of Texas, and **HEB GROCERY COMPANY, L.P.,** a Texas limited partnership (the "***Developer***").

RECITALS

WHEREAS, the Developer desires initially to construct a warehouse distribution center containing approximately 400,000 square feet in a single building with fixed in-place racking (collectively with all future improvements and additions, and with fixed in-place racking, the "***Facility***") on the approximately 56.31-acre tract of real property located in Weslaco, Hidalgo County, Texas described on ***Exhibit A*** attached hereto (the "***Site***"); and

WHEREAS, operation of the Facility will create new jobs and tax value, and will promote local economic development and stimulate business and commercial activity in the City and Hidalgo County, Texas (the ***"County"***); and

WHEREAS, the Developer has advised the City that a contributing factor that would induce the Developer to develop the Facility would be the making of an economic development grant to defray a portion of the costs to be incurred by the Developer as a consequence of developing and constructing the Facility and to repay the Developer for its contribution to the widening, improvement to drainage, and general improvements to that portion of N. Westgate Drive in the City of Weslaco generally located between Expressway 83 and Business 83 (such improvements to N. Westgate Drive, the "***Road Improvements***"), as further described on ***Exhibit B*** and ***Attachments B1-3*** thereto; and

WHEREAS, under Chapter 380 of the Texas Local Government Code, the City has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the City; and

WHEREAS, the City, the County, and Developer have entered into a Master Economic Development Agreement contemporaneously herewith (the ***"Master Agreement"***) pertaining to a Chapter 380 grant and a Chapter 381 Agreement for a grant from the County; and

WHEREAS, the City and the Developer desire to set forth in this Agreement the terms and conditions of the grant to Developer of certain City funds as an incentive for Developer's construction and use of the Facility on the Site, and to reimburse Developer for the Road Improvements (the ***"Grant"***); and

WHEREAS, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

PURPOSE AND INTERPRETATION

The Developer wants to develop the Facility in the City, and has designated the Site as the location for such project (the Facility located on the Site, including all future improvements and additions, and with the Public Infrastructure sometimes herein, the ***"Project"***). Subject to the terms and conditions of this Agreement, Developer is willing to fund (***"Developer's Contribution"***) up to Four Million and No/100Dollars ($4,000,000.00) toward the Road Improvements, which Road Improvements will be built on behalf of the City. The scope and projected cost of the Road Improvements are set out on ***Exhibit C*** hereto. Reference is made to the Master Agreement for all purposes. All defined terms used herein shall have the meanings ascribed to them in the Master Agreement.

ARTICLE II

DEFINITIONS

SECTION 2.1. The City's payments pursuant to this Agreement are herein referred to as ***"Grant Payments"***, including to the extent that payments made hereunder are actually for payment of a debt in connection with reimbursement of Developer's Contribution (as defined below), all as set forth more fully below.

SECTION 2.2. As stated in the Master Agreement, (i) the ***"Real Property Taxes"*** hereunder are the City's share of the real property taxes received from the Tax Office with regard to the Site and the Facility at any time during the Term of this Agreement, (ii) the ***"Personal Property Taxes"*** hereunder are the City's share of the personal property

taxes received from the Tax Office with regard to taxable personal property located on the Site (including in the Facility) during the Term of this Agreement, including, without limitation, inventory, furniture, fixtures, equipment, machinery, and vehicles, and (iii) the sum of all Real Property Taxes and Personal Property Taxes are the ***"Property Taxes"*** hereunder.

SECTION 2.3. The ***"Term"*** of this Agreement (hereinafter so called) shall include, and extend until the end of the later of, the payout periods regarding the Real Property Taxes and the Personal Property Taxes as follows:

(a) For the Real Property Taxes, the payout period shall be from the Effective Date hereof until March 31 in the year after the twentieth (20^{th}) year after the year that immediately follows the year of the Effective Date (the ***"Property Tax Close Out Date"***). For example, if this Agreement is signed during 2007, then the first year for which Grant Payments (for Real Property Taxes) shall be made is 2008, and the Property Tax Close Out Date will be March 31, 2029.

(b) For the Personal Property Taxes, the payout period shall run from the first Grant Year (as defined below) until the sooner of (i) repayment to Developer in full of Developer's Contribution (subject to the proviso below), plus interest, or (ii) twenty (20) years of payments, all as more fully described below; provided, however, that if within six months of this Agreement the County enters into a Chapter 381 agreement with Developer pursuant to which the County agrees to reimburse to Developer one-half of Developer's Contribution (i.e., $2,000,000.00) plus interest, then the City's obligation to make payments of Personal Property Taxes hereunder shall only be in effect under clause (i) above until one-half of Developer's Contribution (i.e., $2,000,000.00) plus interest has been reimbursed to Developer by the City.

ARTICLE III

DEVELOPER'S OBLIGATION

The payment of all indebtedness and obligations incurred by the Developer in connection with the development and construction of the Facility and Public Infrastructure and the operation of the Facility shall be solely the obligations of the Developer except to the extent provided otherwise in this Agreement. The City shall not be obligated to pay any indebtedness or obligations of the Developer and shall only be obligated to reimburse the Developer for the Total Costs in accordance with the terms and conditions of this Agreement.

ARTICLE IV

PAYMENT OF GRANT

SECTION 4.1. CITY'S OBLIGATION. The duty of the City to make Grant Payments to Developer for any purpose under this Agreement is limited in its entirety by the provisions of this Article.

SECTION 4.2. TAX FUND. The City will provide for the payment of Grant Payments to be made pursuant to this Agreement by establishing a separate fund at the City, including subaccounts if necessary, or a subaccount of any existing fund or account in the City treasury, into which one hundred percent (100%) of all Property Taxes shall be deposited (the ***"Tax Fund"***) as and when such Property Taxes are received by the City from the Tax Office during the Term. The Tax Fund shall be maintained as a separate fund, shall not be part of the City's general revenue, and shall be used only for Grant Payments during the term of this Agreement. The Real Property Taxes portion of the Tax Fund shall be paid during the Term of this Agreement until the Property Tax Close Out Date as an economic development grant to Developer. The Personal Property Taxes portion of the Tax Fund shall be paid during the Term of this Agreement (for so long as is set out in the definition of "Term" above and in Section 4.3 below) as payment of a debt owed to Developer for reimbursement of Developer's Contribution plus interest, as set out below. During the Term of this Agreement, after Net Amounts have been calculated and paid to Developer by the City from the Tax Fund, the amount then remaining in the Tax Fund (i.e., the Baseline Amount) may be transferred by the City to any other account in the City Treasury. The City may maintain or abolish the Tax Fund, in its sole discretion, after the Term of this Agreement has ended.

SECTION 4.3. TIME FOR MAKING PAYMENTS. During the Term, the City shall pay to Developer all of the Net Amounts then in the Tax Fund annually within thirty (30) calendar days following the City's receipt of the Property Taxes for a just-ended (including the immediately preceding) Grant Year, but in no event later than March 1 of the year immediately following each Grant Year (as "Grant Year" is defined below), subject only to the possible limitation on the payment of Property Taxes from the Tax Fund as set out below. The Real Property Taxes portion of the Grant shall be paid to Developer as a grant for each of the twenty (20) full calendar years in the Term, beginning with the full calendar year immediately following the Effective Date (each, a ***"Grant Year"***). The Personal Property Taxes portion of the Grant shall be paid to Developer annually beginning with the first Grant Year until the sooner of (i) repayment to Developer in full of Developer's Contribution (subject to the limitation in Section 2.3(b) above that the City may only be responsible for one-half of that amount if the County agrees to reimburse the other one-half), plus four percent (4%) simple interest on the outstanding portion of Developer's Contribution, or (ii) the payment of Personal Property Taxes for twenty (20) Grant Years.

SECTION 4.4. LATE PAYMENTS. The City covenants and agrees that it will make all such payments without counterclaim or offset. Grant Payments due hereunder that have not been paid to Developer on or before the last day of any month in which they are due to be paid shall incur a late fee in the amount of eight percent (8%) of the delinquent amount, calculated on a daily basis and to be paid in arrears as part of the next Grant Payment.

ARTICLE V

COVENANTS

SECTION 5.1. COVENANTS OF DEVELOPER. From the Effective Date of this Agreement until the Property Tax Close Out Date, Developer shall comply with the following covenants.

SECTION 5.1.1. OPERATION OF FACILITY. The Facility shall be operated, maintained and managed directly by the Developer or any successor in a first class manner, consistent with the operation and management for other similar facilities, and in compliance with all applicable laws, including by obtaining and keeping in effect all time all permits, licenses and contractual arrangements as may be necessary to meet the standard of operation described in the foregoing sentence. The foregoing shall not be construed to create an obligation of continuous operations during the term of this Agreement; provided, however, that once the Facility has opened, if Developer thereafter ceases all business activity at the Facility for a period of at least twelve (12) continuous months for any reason other than remodeling, repair, or an event of force majeure, then the City shall have the right to terminate this Agreement effective sixty (60) days after delivery of notice thereof unless Developer has recommenced business activity in the Facility prior to the expiration of such 60-day cure period.

SECTION 5.1.2. BUSINESS OF THE DEVELOPER. The Developer shall conduct all operations within the Facility in compliance with all federal and state laws and City ordinances.

SECTION 5.2. COVENANTS OF THE CITY. From the Effective Date of this Agreement until the Property Tax Close Out Date, the City shall comply with the following covenants.

SECTION 5.2.1. ORGANIZATION. The City shall not change, or permit to be changed, its organizational documents in any manner that would materially adversely affect the Project or the Developer.

SECTION 5.2.2. TAX FUND AND AVAILABLE SALES TAX PROTECTED. The Tax Fund shall remain a separate, unencumbered fund or account containing only the Property Taxes (and accumulated interest, if any) to be deposited into the Tax Fund.

SECTION 5.3 FURTHER ACTIONS. The City and the Developer will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and

provisions.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

SECTION 6.1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER. The Developer represents and warrants to the City, as of the Effective Date, as follows:

SECTION 6.1.1. ORGANIZATION. The Developer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas. The business that Developer proposes to carry on at the Facility may lawfully be conducted by the Developer.

SECTION 6.1.2. AUTHORITY. The execution, delivery and performance by the Developer of this Agreement is within the Developer's powers and have been duly authorized by all necessary action of the Developer.

SECTION 6.1.3. NO CONFLICTS. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof will contravene the organizational documents of the Developer or any provision of law, statute, rule or regulation to which the Developer is subject or any judgment, decree, license, order or permit applicable to the Developer, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the Developer pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the Developer is a party or, to the knowledge of the Developer, by which the Developer is bound, or to which the Developer is subject.

SECTION 6.1.4. NO CONSENTS. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution, delivery and performance by the Delivery of this Agreement or the consummation of the transactions contemplated hereby or thereby.

SECTION 6.1.5. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 6.1.6. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the Developer, threatened against or affecting the Developer or any subsidiaries of the Developer, questioning the validity or any action taken or to be taken by the Developer in connection with the execution, delivery and performance by the Developer of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the Developer hereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Developer to perform, its obligations under this Agreement or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Facility).

SECTION 6.1.7. NO DEFAULTS. The Developer is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the Developer is a party or by which the Developer or any of its property is bound that would have any material adverse effect on the Developer's ability to perform under this Agreement.

SECTION 6.1.8. FULL DISCLOSURE. Neither this Agreement nor any schedule or exhibit attached hereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

SECTION 6.1.9. NECESSARY CONSENT. The Developer acknowledges that the City is not committed or obligated to pay any expenditure incurred with respect to the construction of the Facility and Public Infrastructure except as specifically provided in this Agreement.

SECTION 6.2. REPRESENTATION AND WARRANTIES OF THE CITY. The City represents and warrants to the Developer, as of the Effective Date, as follows:

SECTION 6.2.1. AUTHORITY. The execution, delivery and performance by the City of this Agreement is within its respective powers and have been duly authorized by all necessary action.

SECTION 6.2.2. NO CONFLICTS. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the governing documents of the City or any provision of law, statute, rule or regulation to which the City is subject or any judgment, decree, license,

order or permit applicable to the City, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the City pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the City is a party or by which the City is bound, or to which the City is subject.

SECTION 6.2.3. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 6.2.4. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the City, threatened against or affecting the City, threatened against or affecting the City, questioning the validity of any proceedings taken or to be taken by the City in connection with the execution, delivery and performance by the City of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the City hereof, whether an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the City to perform its obligations under this Agreement.

SECTION 6.2.5. NO DEFAULTS. The City is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the City is a party or by which the City is bound that would have any material adverse effect on the City's ability to perform under this Agreement.

ARTICLE VII
PERSONAL LIABILITY OF PUBLIC OFFICIALS

To the extent permitted by State law, no employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. The Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Grants unless the City appropriates funds to make such payment during the tax year in which such Grant(s) is payable.

ARTICLE VIII
INFORMATION

The Developer shall, at such times and in such form as City may require, furnish periodic information concerning the status of the performance of its obligations under this Agreement as may be requested in writing by the City.

ARTICLE IX
MISCELLANEOUS

SECTION 9.1. ENTIRE AGREEMENT. This Agreement, including exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

SECTION 9.2. AMENDMENT. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties.

SECTION 9.3. SUCCESSORS AND ASSIGNS. In this Agreement, unless a clear contrary intention appears, reference to any party includes such party's successors and assigns, and reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Developer may assign this Agreement to any affiliate of Developer. For purposes of this Agreement, "***Affiliate***" means any person, entity or group of persons or entities that controls the Developer, which the Developer controls or which is under common control with the Developer. Except as just stated, this Agreement and is not assignable without the prior written permission of the other parties thereto.

SECTION 9.4. WAIVER. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

SECTION 9.5. REMEDIES. Upon breach of any of the covenants contained in Article IX or the representations and warranties contained in Article X, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages.

SECTION 9.6. NOTICES. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the

parties set forth below, or at such other address furnished in writing to the other parties thereto:

DEVELOPER:

HEB Grocery Company, L.P.
6464 South Main
San Antonio, Texas 78204
Attn: Sr. Vice President of Real Estate
Telephone: (210) 938-8000
Facsimile:_____

With a copy to:

HEB Grocery Company, L.P.
6464 South Main
San Antonio, Texas 78204
Attn: Legal Department
Telephone: (210) 938-8000
Facsimile:_____

CITY:

City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78540
Attn: City Mayor
Telephone: (956) 968-3181
Facsimile: (956) 968-6672

With a copy to:

City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78540
Attn: City Manager
Telephone:(956) 973-3110
Facsimile: (956) _____

SECTION 9.7. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

SECTION 9.8. SEVERABILITY. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 9.9. NO THIRD-PARTY BENEFICIARIES. The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City and the Developer or permitted assignees of the City and Developer, except that the indemnification and hold harmless obligations by the Developer provided for in this Agreement shall inure to the benefit of the Indemnitees.

SECTION 9.10. NO JOINT VENTURE. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION 9.11. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

SECTION 9.12. FORCE MAJEURE. Means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

EXECUTED to be effective as of the Effective Date.

CITY OF WESLACO

Buddy de la Rosa

BUDDY DE LA ROSA, Mayor

ATTEST:

Amanda C. Elizondo

AMANDA C. ELIZONDO, City Secretary

APPROVED AS TO FORM:

Ramon Vela

RAMON VELA, City Attorney

H.E. BUTT GROCERY COMPANY, L.P.

By: _____

Name: Todd A. Piland

Title: Executive Vice President

EXHIBIT A	Site
EXHIBIT B	Scope of Road Improvements (with Attachments B1-3)

EXHIBIT A
Site

Lot 4, Block A, HEB Weslaco #4, a subdivision in the City of Weslaco, Hidalgo County, Texas according to the map or plat filed of record as Document No. _____, Official Public Records, Hidalgo County, Texas.

EXHIBIT B

Scope and Projected Cost of Road Improvements

June 7, 2007

City of Weslaco / Hidalgo County
Infrastructure Improvements Project
Westgate Drive and Panther Drive

The following outline will provide a preliminary scope statement relating to the infrastructure improvements to Westgate and Panther Drive in Weslaco Texas that will be included in the 380 agreement between H-E-B and the City of Weslaco and the 381 agreement with the County of Hidalgo.

Project	Exhibit	Projected Cost
Westgate Drive – From Expressway 83 to Bus. 83	**B-1**	**$2,950,000**
Panther Drive – Between Westgate Drive and Border Avenue	**B-2**	**$ 560,000**
Design / Construction Management	**B-3**	**$ 490,000**
Total Budget Cost		**$4,000,000**

ATTACHMENT "B-1"

WESTGATE DRIVE – FROM EXPRESSWAY 83 TO BUS. 83

Improvements on Westgate Drive from Expressway 83 to Business 83 include:

- **Re-construction of the roadway from Expressway 83 to Panther Drive within the existing curb limits, with heavy asphalt paving sections along the roadway and concrete sections in the intersections of Pike and Panther Drive along Westgate Drive.**
- **Overlay of Westgate Drive from Panther Drive to Bus. 83.**
- **Drainage improvements including a 48" / 36" storm drain in Westgate Drive ROW**
- **Addition of a traffic signal at Panther and Westgate Drive**
- **Update the traffic signal at Westgate Drive and Pike**
- **Synchronization of the traffic signals on Westgate Drive from Business 83 to Expressway 83.**
- **Addition of raised curb center turning pockets in Westgate Drive to control the location of left turn opportunities.**

Current cost estimate:

- **Costs associated with the improvements of Westgate Drive re-construction as described above is $2.95MM dollars, including the signal work.**

Current anticipated schedule:

- **Engineering beginning in late June 2007.**
- **City review drawings and submit construction documents for bid August, 2007.**
- **Under contract and initiate work September 1, 2007.**
- **Phase project to complete the storm sewer installation prior to the roadway work, with a storm completion of mid October, 2007.**
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ATTACHMENT "B-2"

PANTHER DRIVE – BETWEEN WESTGATE DRIVE AND BORDER AVENUE

Improvements to Panther Drive between Westgate Drive and Border Avenue will include:

- **8' lane widening to the South side of Panther, from Westgate to the H-E-B truck entrance (approximately 1,000 LF). Final configuration will be 4 lanes, 2 eastbound and 2 westbound.**
- **Adjustment of the necessary utilities on the South side of Panther in the location of the lane widening.**
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- **A transition from the widened section to the original section East of the truck entrance.**
- **A 1" overlay for the remaining portion of Panther Drive East of the truck entrance to Border.**
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- **Construction of Panther would be phased with the Westgate Drive construction. Total time to complete the work on Panther is estimated to be 2.5 months, and will start in the spring to be completed prior to May, 2008.**

ATTACHMENT "B-3"

DESIGN / CONSTRUCTION MANAGEMENT

This work is to be completed by TEDSI for a fee of approximately $490,000

EXHIBIT D
Chapter 381 Agreement

CHAPTER 381
ECONOMIC DEVELOPMENT AGREEMENT

By and Between

HIDALGO COUNTY, TEXAS,

and

HEB GROCERY COMPANY, L.P.

Effective as of March 6, 2008

CHAPTER 381

ECONOMIC DEVELOPMENT AGREEMENT

This **CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT** (this "***Agreement***") is entered into to be effective as of the 6th day of March, 2008 (the "***Effective Date***"), by and between **HIDALGO COUNTY, TEXAS** (the "***County***") and **HEB GROCERY COMPANY, L.P.**, a Texas limited partnership (the "***Developer***").

RECITALS

WHEREAS, the Developer desires to operate a warehouse distribution center containing approximately 400,000 square feet in a single building with fixed in-place racking (collectively and with all future improvements and additions, ,the "***Facility***") on the approximately 56.31-acre tract of real property located in Weslaco, Hidalgo County, Texas described on ***Exhibit A*** attached hereto (the "***Site***"), which Site was selected and purchased by Developer without relying on any representations from the County, including as to suitability of the location for its purposes; and

WHEREAS, operation of the Facility will retain and create new jobs and tax value, and will promote local economic development and stimulate business and commercial activity in the City of Weslaco (the ***"City"***) and the County; and

WHEREAS, the Developer has advised the County that a contributing factor that would induce the Developer to operate the Facility would be the making of an economic development grant to defray a portion of the costs to be incurred by the Developer as a consequence of operating the Facility and to repay the Developer for its contribution to the widening, improvement to drainage, and general improvements to that portion of N. Westgate Drive in the City of Weslaco generally located between Expressway 83 and Business 83 (such improvements to N. Westgate Drive, the "***Road Improvements***"), as further described on ***Exhibit B*** and ***Attachments B-1, B-2*** and ***B-3*** hereto; and

WHEREAS, under Chapter 381 of the Texas Local Government Code, the County has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the County; and

WHEREAS, the County, the City, and Developer have entered into a Master Economic Development Agreement contemporaneously herewith (the ***"Master Agreement"***) pertaining to a Chapter 381 grant and a Chapter 380 Agreement for a grant from the City; and

WHEREAS, the County and the Developer desire to set forth in this Agreement the terms and conditions of the grant to Developer of certain County funds as an incentive for Developer's operation of the Facility on the Site, and to reimburse Developer for the Road Improvements (the ***"Grant"***); and

WHEREAS, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

PURPOSE AND INTERPRETATION

The Developer wants to develop the Facility in the City, and has designated the Site as the location for such project (the Facility located on the Site, including all future improvements and additions, and with the Road Improvements sometimes herein, the ***"Project"***). Subject to the terms and conditions of this Agreement, Developer is willing to maintain at least 120 ***"Jobs"*** (as defined below) at the Facility during the term of this Agreement and fund (***"Developer's Contribution"***) up to Four Million and No/100Dollars ($4,000,000.00) toward the Road Improvements, which the Developer represents and warrants will be the total cost for the Road Improvements and which Road Improvements will be built on behalf of the City and will benefit both the County and the City. The scope and projected cost of the Road Improvements are set out on ***Exhibit B*** hereto. Reference is made to the Master Agreement for all purposes. All defined terms used herein shall have the meanings ascribed to them in the Master Agreement.

ARTICLE II

DEFINITIONS

SECTION 2.1. The County's payments pursuant to this Agreement are herein referred to as ***"Grant Payments"***.

SECTION 2.2. **"Job"** means a permanent, full-time employment position, hired directly or contracted through another entity, that provides health benefits and has provided or will result in employment of at least 1,820 hours in the position in a year. Any position providing less than the specified number of hours a year, regardless of the

employer's designation of such position, does not qualify as a "**Job**" for purposes of this Agreement.

SECTION 2.3. The County levies real property taxes and personal property taxes, which taxes are billed and collected by the Hidalgo County Tax Office (the ***"Tax Office"***). The ***"Real Property Taxes"*** hereunder are the County's share of the tax increment generated from the lesser of .5155 per $100 valuation or the County's then current Maintenance and Operations tax rate for the applicable year assessed during the term of this Agreement and received from the Tax Office with regard to the Site and the Facility at any time during the ***Term*** of this Agreement. The ***"Personal Property Taxes"*** hereunder are the County's share of the property tax increment generated from the lesser of .5155 per $100 valuation or the County's-then current Maintenance and Operations tax rate for the applicable year assessed during the term of this Agreement and received from the Tax Office with regard to taxable personal property located on the Site (including in the Facility) during the ***Term*** of this Agreement, including, without limitation, inventory, furniture, fixtures, equipment, machinery, and vehicles). The sum of all Real Property Taxes and Personal Property Taxes are the ***"Property Taxes"*** hereunder. Following their receipt by the County, and from time to time, the Property Taxes shall be deposited into the Tax Fund.

SECTION 2.4. The ***"Term"*** of this Agreement (hereinafter so called) shall commence on the Effective Date and extend until the earlier of (i) April 30, 2029 and (ii) the later of, the payout periods for the Real Property Taxes and the Personal Property Taxes as follows:

(a) For the Real Property Taxes, the payout period shall be from the Effective Date hereof until the earlier of (i) April 30 in the year after the twentieth (20^{th}) year after the year that immediately follows the year of the Effective Date (the ***"Property Tax Close Out Date"***) and (ii) payment to Developer by the County of up to $3.6 million. For example, if this Agreement is signed during 2008, then the first year for which Grant Payments (for Real Property Taxes) shall be made is 2009, and the Property Tax Close Out Date will be April 30, 2029 unless ended sooner pursuant to (ii) above.

(b) For the Personal Property Taxes, the payout period shall run from the first Grant Year (as defined below) until the earlier of (i) repayment to Developer by the County of one-half of Developer's Contribution (i.e., up to $2,000,000.00), plus interest, or (ii) a twenty (20) year period ending on April 30, 2029.

ARTICLE III

DEVELOPER'S OBLIGATION

The payment of all indebtedness and obligations incurred by the Developer in connection with the development, construction and operation of the Facility and construction of the Road Improvements shall be solely the obligations of the Developer. The County shall not be obligated to pay any indebtedness or obligations of the Developer. Developer's right to receive the Grant Payments described in this Agreement to reimburse the Developer for the Eligible Reimbursement (as defined in section 4.3) in accordance with the terms and conditions of this Agreement is subject to Developer's compliance with its express obligations hereunder. Developer hereby agrees to indemnify and hold the County, and the County's elected officials and employees, harmless from and against (i) any indebtedness or obligations of the Developer regarding the Facility or its location, including the operation of the Facility, or the construction of the Road Improvements, or any other obligation of Developer other than the County's obligation to make grants as expressly provided herein and (ii) and breach of any representation, warranty, covenant or agreement of the Developer contained in this Agreement or the Master Agreement, without regard to any notice or cure provisions. The Developer's indemnification obligation hereunder shall include payment of the County's attorneys' fees, costs and expenses with respect thereto.

ARTICLE IV

PAYMENT OF GRANT

SECTION 4.1. COUNTY'S OBLIGATION. The duty of the County to make Grant Payments to Developer for any purpose under this Agreement is limited in its entirety by the provisions of this Article. The County has no obligations to make Grant Payments to Developer except as set forth in this Agreement.

SECTION 4.2. TAX FUND. The County will provide for the payment of Grant Payments to be made pursuant to this Agreement by establishing a separate fund at the County, including subaccounts if necessary, or a subaccount of any existing fund or account in the County treasury, into which Property Taxes in excess of the amount of Property Taxes assessed against the Site for the calendar year 2006 shall be deposited (the ***"Tax Fund"***) as and when such Property Taxes are received by the County from the Tax Office during the Term. The Tax Fund shall be maintained as a separate fund, shall not be part of the County's general revenue, and shall be used only for Grant Payments during the **Term** of this Agreement. During the Term of this Agreement, after Net Amounts have been calculated and paid to Developer by the County from the Tax Fund, the amount then remaining in the Tax Fund (i.e., the Baseline Amount) may be transferred by the County to any other account in the County Treasury. The County may maintain or abolish the Tax Fund, in its sole discretion, after the Term of this Agreement has ended.

SECTION 4.3. TIME FOR MAKING PAYMENTS. During the Term, the County shall pay the Developer from the Tax Fund annually within ninety (90) calendar days following both the County's receipt of the Property Taxes from the Tax Office and receipt by the County Auditor of all information required under this Agreement for a just-ended (including the immediately preceding) Grant Year (as "Grant Year" is defined below), subject only to the possible limitation on the payment of Property Taxes from the Tax Fund as set out below. The Real Property Taxes portion of the Grant shall be paid to Developer as a grant of up to $3.6 million during the twenty (20) full calendar years in the Term, beginning in 2009 (each, a ***"Grant Year"***) and ending April 30, 2029. The Personal Property Taxes portion of the Grant shall be paid to Developer annually beginning with the first Grant Year until the earlier of (i) repayment to Developer by the County of the lesser of fifty percent (50%) of actual developer costs or $2,000,000 plus four percent (4%) simple interest on the outstanding portion of fifty percent (50%) of Developer's Contribution (the ***"Eligible Reimbursement"***), or (ii) a twenty (20) year-period ending April 30, 2029. Notwithstanding the foregoing, if Developer does not make Developer's Contribution and complete the Road Improvements, the County shall not be obligated to contribute the Personal Property Taxes portion of the Grant.

SECTION 4.4. LATE PAYMENTS. The County covenants and agrees that it will make all such payments without counterclaim or offset except to the extent, if any, that Developer has failed to comply with the provisions of this Agreement especially Article VIII, or to pay personal property or real property taxes assessed on the Facility, the Site, or the taxable personal property located on the Site, as applicable. Grant Payments due hereunder that have not been paid to Developer on or before the last day of any month in which they are due to be paid shall incur a late fee in the amount of eight percent (8%) of the delinquent amount, calculated on a daily basis and to be paid in arrears as part of the next Grant Payment.

ARTICLE V

COVENANTS

SECTION 5.1. COVENANTS OF DEVELOPER. Developer shall comply with the following covenants and the Developer's covenants in the Master Agreement.

SECTION 5.1.1. OPERATION OF FACILITY. From the Effective Date of this Agreement until the Property Tax Close Out Date, the Facility shall be operated, maintained and managed directly by the Developer or any successor in a first class manner, consistent with the operation and management for other similar facilities, and in compliance with all applicable laws, including by obtaining and keeping in effect at all times all permits, licenses and contractual arrangements as may be necessary to meet the standard of operation described in the foregoing sentence. The foregoing shall not be construed to create an obligation of

continuous operations during the term of this Agreement; provided, however, that once the Facility has opened, if Developer thereafter ceases all business activity at the Facility for a period of at least twelve (12) continuous months for any reason other than remodeling, repair, or an event of force majeure, then the County shall have the right to terminate this Agreement effective sixty (60) days after delivery of notice thereof unless Developer has recommenced business activity in the Facility prior to the expiration of such 60-day cure period. Notwithstanding the foregoing, the Developer agrees to maintain at least 120 Jobs at the Facility at all times during the Term of this Agreement, and agrees that the County shall reduce the payments on a pro rata basis for any period during which the Developer was not in full compliance with this provision.

SECTION 5.1.2. BUSINESS OF THE DEVELOPER. From the Effective Date of this Agreement until the later of the Property Tax Close Out Date and April 30, 2029, the Developer shall conduct all operations within the Facility in compliance with all federal and state laws, City ordinances and County orders.

SECTION 5.1.3 ROAD IMPROVEMENTS. The Road Improvements will be owned by the City through the Master Agreement for the benefit of and use by the general public, and shall be operated in accordance with State law and the rules, regulations and policies of the City for the benefit of the general public. During development and construction, the Developer shall keep separate records and accountings for the portion of the Project designated as Road Improvements.

SECTION 5.1.4. RECAPTURE BY THE COUNTY. The Developer shall maintain the Jobs as described in this Agreement and make Developer's Contribution and shall cause the Road Improvements to be constructed, as further described on ***Exhibit B*** and ***Attachments B1-3*** hereto. At any time during the term of this Agreement that Developer is not in substantial compliance with this Agreement and the construction schedule set out in ***Attachment B3***, the County may send Developer notice of such non-compliance. If such non-compliance is not either cured within sixty (60) days after Developer's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within 60 days, a cure begun within such 60-day period and thereafter continuously and diligently pursued to completion (in either event, a "Cure"), then the County shall, as its remedies hereunder, (i) cease making Grant Payments until such Cure occurs, and (ii) recapture from Developer the amount of all Grant Payments, plus 4% interest, made during the twelve months immediately preceding the date of the County's election to exercise such remedy. Upon a Cure by Developer, the Grant Payments shall automatically and immediately resume except any recapture amount shall be retained by the County (including any applicable interest) and transferred by the County to any other account in the County treasury.

SECTION 5.2. COVENANTS OF THE COUNTY. From the Effective Date of this Agreement until the earlier of the end of the Term or the Property Tax Close Out Date,

the Tax Fund shall remain a separate, unencumbered fund or account containing only the Property Taxes to be deposited into the Tax Fund.

SECTION 5.3 FURTHER ACTIONS. The County and the Developer will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions, provided that the County shall not be required to spend any money or have further obligations other than to reimburse the Developer pursuant to the terms of this Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

SECTION 6.1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER. The Developer represents and warrants to the County, as of the Effective Date, as follows:

SECTION 6.1.1. ORGANIZATION. The Developer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas. The business that Developer proposes to carry on at the Facility may lawfully be conducted by the Developer.

SECTION 6.1.2. AUTHORITY. The execution, delivery and performance by the Developer of this Agreement are within the Developer's powers and have been duly authorized by all necessary action of the Developer.

SECTION 6.1.3. NO CONFLICTS. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof will contravene the organizational documents of the Developer or any provision of law, statute, rule or regulation to which the Developer is subject or any judgment, decree, license, order or permit applicable to the Developer, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the Developer pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the Developer is a party or, to the knowledge of the Developer, by which the Developer is bound, or to which the Developer is subject.

SECTION 6.1.4. NO CONSENTS. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution,

delivery and performance by the delivery of this Agreement or the consummation of the transactions contemplated hereby or thereby.

SECTION 6.1.5. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 6.1.6. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the Developer, threatened against or affecting the Developer or any subsidiaries of the Developer, questioning the validity or any action taken or to be taken by the Developer in connection with the execution, delivery and performance by the Developer of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the Developer hereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Developer to perform, its obligations under this Agreement or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Facility).

SECTION 6.1.7. NO DEFAULTS. The Developer is current in its obligation to pay taxes to the County, and is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which the Developer is a party or by which the Developer or any of its property is bound that would have any material adverse effect on the Developer's ability to perform under this Agreement.

SECTION 6.1.8. FULL DISCLOSURE. Neither this Agreement nor any schedule or exhibit attached hereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

SECTION 6.1.9. COUNTY OBLIGATION LIMITED. The Developer acknowledges that the County is not committed or obligated to pay any expenditure incurred with respect to the operation of the Facility and the construction and maintenance of the Road Improvements and is only obligated to make Grant Payments as specifically provided in this Agreement.

SECTION 6.1.10. PROPERTY. The Developer owns and controls the Facility and the property on which it is located, and intends to continue such ownership and control throughout the Term.

SECTION 6.2. REPRESENTATION AND WARRANTIES OF THE COUNTY. To the actual knowledge of the Commissioners' Court, as of the Effective Date, the County represents and warrants to the Developer as follows:

SECTION 6.2.1. AUTHORITY. The execution, delivery and performance by the County of this Agreement are within its powers and have been duly authorized by all necessary action.

SECTION 6.2.2. NO CONFLICTS. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated nor compliance with the terms and provisions hereof will contravene any applicable provision of law, statute, ordinance, rule or regulation to which the County is subject or any judgment, decree, license, order or permit applicable to the County.

SECTION 6.2.3. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, or other state laws, as in effect from time to time.

SECTION 6.2.4. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the County, threatened against or affecting the County, threatened against or affecting the County, questioning the validity of any proceedings taken or to be taken by the County in connection with the execution, delivery and performance by the County of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the County hereof, whether an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the County to perform its obligations under this Agreement.

ARTICLE VII
PERSONAL LIABILITY OF PUBLIC OFFICIALS; LIMITATIONS ON COUNTY OBLIGATIONS

SECTION 7.1. PERSONAL LIABILITY OF PUBLIC OFFICIALS. To the extent permitted by State law, no employee of the County, nor any judge, commissioner or agent of the County, shall be personally responsible for any liability arising under or growing out of this Agreement.

SECTION 7.2. LIMITATIONS ON COUNTY OBLIGATIONS. The Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the County as provided in this Agreement. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the County shall have no obligation or liability to pay any Grants unless the County appropriates funds to make such payment during the tax year in which such Grant(s) is payable and upon timely compliance by the Developer with the terms of this Agreement.

ARTICLE VIII
INFORMATION

The Developer shall, at such times and in such form as County may request from the Developer, provide information concerning the status of the performance of the Developer's obligations under this Agreement, including as follows:

SECTION 8.1. QUARTERLY CERTIFICATES RELATED TO ROAD IMPROVEMENTS. During construction and until the completion of the Road Improvements, the Developer shall submit quarterly certificates, signed by the officer or appointed agent of the Developer and any applicable general contractor, to the County Auditor that state, as of a date certain: (i) the specific work on the Road Improvements that has been completed since the last quarterly report; (ii) the amount of money that the Developer has paid for completion of such work and that the Developer intends to claim as a Road Improvement Cost; and (iii) the Developer's calculation of the estimated cost remaining to complete the development and construction of the Road Improvements. Upon receipt of any such certificate, the County shall have sixty (60) calendar days to notify the Developer in writing of any objection that the County may have as to the amount of money that the Developer has paid or as to the Developer's calculation of the estimated cost remaining to complete the construction of the Road Improvements. The grounds for any such objection shall be limited, respectively, to a good faith determination by the County that the amount of money paid by or on behalf of the Developer is not sufficiently supported by a respective Road Improvement contract or does not otherwise qualify as a Road Improvement Cost under this Agreement. If the Developer disagrees with such objection, the County and the Developer shall diligently work in good faith to resolve the dispute.

SECTION 8.2. ANNUAL CERTIFICATES RELATED TO JOBS AND COMPLIANCE WITH AGREEMENT. During the term of this Agreement, the Developer shall submit annual certificates of compliance, signed by an officer or appointed agent of the Developer, to the County Auditor that state, as of a date certain the total number of Jobs required by this Agreement and certifying as to full compliance with Developer's obligations hereunder, including with respect to compliance with applicable laws. Upon receipt of any such certificate, the County shall have sixty (60) calendar days to notify the

Developer in writing of any objection that the County may have with any of the information provided by the Developer. If the Developer disagrees with such objection, the County and the Developer shall diligently work in good faith to resolve the dispute.

SECTION 8.3. AUDIT OF DEVELOPER RECORDS. The Developer agrees that the County will have the right to audit the financial and business records of the Developer that relate specifically to the Road Improvements, the Jobs and Developer's compliance with the terms of this Agreement at anytime in order to determine compliance with this Agreement. To the extent reasonably possible, the Developer shall make all records related to Road Improvement, Jobs and other records related to compliance with the terms of this Agreement available in electronic form or otherwise available to be accessed through the internet following reasonable advance notice by the County and shall otherwise cooperate fully with the County during any audit.

ARTICLE IX
MISCELLANEOUS

SECTION 9.1. ENTIRE AGREEMENT. This Agreement, including exhibits hereto, together with the Master Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein. In the event of any conflict between the terms of this Agreement and the Master Agreement, the terms of this Agreement shall control.

SECTION 9.2. AMENDMENT; DEFAULT. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties, except for the County's right to terminate this Agreement as set forth above.

SECTION 9.3. SUCCESSORS AND ASSIGNS. In this Agreement, unless a clear contrary intention appears, reference to any party includes such party's successors and assigns, and reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Developer may assign this Agreement to any affiliate of Developer. For purposes of this Agreement, "***Affiliate***" means any person, entity or group of persons or entities that controls the Developer, which the Developer controls or which is under common control with the Developer. Except as just stated, this Agreement and is not assignable without the prior written permission of the other parties thereto.

SECTION 9.4. WAIVER. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

SECTION 9.5. REMEDIES. Upon breach of any of the covenants contained in Article V or the representations and warranties contained in Article VI, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages. Without limiting the generality of the foregoing, the Developer acknowledges and agrees that under no circumstances will the County have any liability in excess of either (i) the amount of Real Property Taxes and Personal Property Taxes collected by the Tax Office and received by the County or (ii) the maximum amount payable as Grant payments as set forth in this Agreement. Commissioner's Court has the right to enter into a separate Agreement or increase the maximum amount of Grant payments for Real Property Taxes upon any expansion to the existing Facility during the term of this Agreement.

SECTION 9.6. NOTICES. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

DEVELOPER:

HEB Grocery Company, L.P.
6464 South Main
San Antonio, Texas 78204
Attn: Vice President of Real Estate
Telephone: (210) 938-8000
Facsimile: (210) 938-7633

With a copy to:

HEB Grocery Company, L.P.
6464 South Main
San Antonio, Texas 78204
Attn: Legal Department
Telephone: (210) 938-8000
Facsimile: (210) 938-7816

COUNTY:

Hidalgo County
100 E. Cano
Edinburg, Texas 78539
Attn: County Judge
Telephone: (956) 318-2600
Facsimile: (956) 318-2699

With a copy to:

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain,
818 Pecan
McAllen, TX 78501
Telephone: (956) 682-5501
Facsimile: (956) 686-6109

SECTION 9.7. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

SECTION 9.8. SEVERABILITY. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the applicable present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 9.9. NO THIRD-PARTY BENEFICIARIES. The County and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and the Developer or permitted assignees of the County and Developer, except that the indemnification and hold harmless obligations by the Developer provided for in Article III of this Agreement shall inure to the benefit of the indemnitees named therein.

SECTION 9.10. NO JOINT VENTURE. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION 9.11. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

SECTION 9.12. FORCE MAJEURE. Means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations; provided, however, that no such events shall limit the

Developer's obligation to provide Jobs as provided herein or shall extend beyond thirty days after such event..

EXECUTED to be effective as of the Effective Date.

COUNTY OF HIDALGO, TEXAS

By: _____
Name: Juan D. Salinas III
Title: Hidalgo County Judge

HEB GROCERY COMPANY, L.P.

By: _____
Name: Todd A. Piland
Title: Executive Vice President

ATTEST:

_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
By: Stephen L. Crain

EXHIBIT A	Site
EXHIBIT B	Scope of Road Improvements (with Attachments B-1, B-2 and B-3)

EXHIBIT A
Site

Lot 4, Block A, HEB Weslaco #4, a subdivision in the City of Weslaco, Hidalgo County, Texas according to Volume 35 page 75 of the plat records of Hidalgo County, Texas.

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EXHIBIT B

Scope and Projected Cost of Road Improvements

City of Weslaco / Hidalgo County
Infrastructure Improvements Project
Westgate and Panther Drive

The following outline will provide a preliminary scope statement relating to the infrastructure improvements to Westgate and Panther Drive in Weslaco Texas that will be included in the 380 agreement between H-E-B and the City of Weslaco and the 381 agreement with the County of Hidalgo.

Project	Exhibit	Projected Cost
Westgate Road – From HWY 83 to Panther	**B-1**	**$2,950,000**
Panther Drive – Between Westgate and Border	**B-2**	**$ 560,000**
Design / Construction Management	**B-3**	**$ 490,000**
Total Budget Cost		**$4,000,000**

In the event that after accounting for the Project described in the table above there are funds left from the $4,000,000 Total Budget Cost, then such remaining funds may, upon written request to and consent of the County and City, be used to reimburse the Developer for costs related to improvements to Westgate beyond Panther Drive up to and including its intersection with Bus 83.

ATTACHMENT "B-1"

WESTGATE ROAD – FROM HWY 83 TO BUS. 83

Improvements on Westgate from HWY 83 to Business 83 include:

- **Re-construction of the roadway from HWY 83 to Panther Drive within the existing curb limits, with heavy asphalt paving sections along the roadway and concrete sections in the intersections of Pike and Panther Drive.**
- **Reconstruct the roadway from Panther Drive to Bus. 83, to the extent funds are available.**
- **Drainage improvements including a 48" / 36" storm drain in Westgate ROW**
- **Addition of a signal at Panther and Westgate**
- **Update the signal at Westgate and Pike**
- **Synchronization of the signals on Westgate from Business 83 to State hwy 83.**

Current cost estimate:

- **Costs associated with the improvements of Westgate re-construction as described above is $2.95MM dollars, including the signal work.**

Current anticipated schedule:

- **Engineering beginning in late March, 2008.**
- **City review drawings and submit construction documents for bid May, 2008.**
- **Under contract and initiate work July, 2008.**
- **Phase project to complete the storm sewer installation prior to the roadway work, with a storm completion of early September, 2008.**
- **Six (6) months of construction in Westgate completing the road in phases, allowing for traffic to continue along the roadway throughout construction. Completion in December, 2008.**

ATTACHMENT "B-2"

PANTHER DRIVE – BETWEEN WESTGATE AND BORDER

Improvements to Panther Drive between Westgate and Border will include:

- **8' lane widening to the South side of Panther, from Westgate to the H-E-B truck entrance (approximately 1,000 LF). Final configuration will be 4 lanes, 2 eastbound and 2 westbound.**
- **Adjustment of the necessary utilities on the South side of Panther in the location of the lane widening.**
- **Re-construction of the existing pavement to a heavy traffic paving section, including concrete paving approach on Panther at Westgate and at the H-E-B truck entrance.**
- **A transition from the widened section to the original section East of the truck entrance.**
- **A 1" overlay for the remaining portion of Panther Drive East of the truck entrance to Border.**
- **Elimination of the planned sidewalk on the south side of Panther Drive from Westgate to Border (the intent will be to induce pedestrian traffic to stay on the sidewalk on the North side of Panther that runs from Westgate to Border, and circumnavigates the school property).**

Current Cost Estimate:

- **Costs associated with the improvements of ~~Westgate~~ Panther re-construction as described above is $560,000 dollars.**

Current anticipated schedule:

- **Construction of Panther would be phased with the Westgate Construction. Total time to complete the work on Panther is estimated to be 2.5 months, and will start in the spring to be completed prior to February, 2009.**

ATTACHMENT "B-3"

CONSTRUCTION SCHEDULE

Westgate / Panther Drive Infrastructure Improvements												
Proposed Schedule												
Year	2008										2009	
Month	M	A	M	J	J	A	S	O	N	D	J	F
Design												
Permits												
Phase I Westgate / Drainage												
Phase II Westgate												
Phase III Panther Drive												
Capital Projections												
Year	2008										2009	
Month	M	A	M	J	J	A	S	O	N	D	J	F
Design		$ 395,000										
Permits			$ 55,000									
Phase I Westgate / Drainage					$ 1.790MM							
Phase II Westgate							$ 1.180MM					
Phase III Panther Drive										$ 580,000		
$ 4,000,000.00	$ 112,500	$ 112,500	$ 112,500	$ 112,500	$ 495,000	$ 495,000	$ 495,000	$ 495,000	$ 495,000	$ 495,000	$ 290,000	$ 290,000

AI-28802 **10. A.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Sergio Cruz Submitted By: Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Notes Payable (1401):
Approval of 2011 appropriation of funds into Notes Payable in the total amount of $0.28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1401-472-00-000-000-0-864

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funding available for appropriation as of 9/26/11. Appropriation from 1401 fund balance.

Attachments

BA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/26/2011 03:06 PM
Manuel Chapa	Manuel Chapa	09/28/2011 11:53 AM
Auditor's Office	Arcilia Duran	09/28/2011 02:16 PM

Form Started By: Perla Lopez Started On: 09/26/2011 01:57 PM

Final Approval Date: 09/28/2011

DATE: October 4, 2011

2011
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Notes Payable (1401)

AI-28802

ACCOUNT NUMBER: 1-1401-472-00-000-000-0-864

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
1-1401-472-00-000-000-0-864	NOTES PAYABLE-OTHER DEBT INTEREST	$ 0.28

AI-28889 **11. A.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into a radio broadcasting agreements (if applicable) to air Operation Clean Slate ads with the following Radio Stations in supporting itemized proposed documentation with authority for County Judge or Court Member to execute agreements for the following requisitions 203505 & 203507:

1. Univision Radio, Texas L. P. dba KGBT - $250.00;
2. Clear Channel Broadcasting dba KQXX-FM - $250.00:

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 11100415181600010540

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes

BUDGETARY IMPACT:

Attachments

Radio Broadcasting Agreements

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/29/2011 04:37 PM
Budget & Management	Merlen P. Munoz	09/29/2011 04:58 PM
Auditor's Office	Angela Garcia	09/30/2011 01:55 PM

Form Started By: Matilde Faz Started On: 09/29/2011 01:59 PM

Final Approval Date: 09/30/2011

Requisition

Req # 00203505

PO #

Date: 09/29/11

Consent
28889
10/4/11

Bill To: x
x

Vendor : 394149

UNIVISION RADIO, TEXAS L.P.
D/B/A KGBT
200 S. 10TH STREET, SUITE 600
MCALLEN TX 78501
FAX (956)631-0090

Ship To: PURCHASING DEPARTMENT
2802 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: Nieda Cavazos
956-318-2626

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
25.00	EACH	OM M_F 6a.- 10a 25 spots 5x's during Morning show $ 10.00 0.35 kenght 60 7.5 $ 33.33 M-thru Sun 6a-6a 25 spots	10.00	250.00
		Account No	Encumbrance	
		1-1100-415-18-160-001-0-540	250.00	
			Freight	.00
			Total	250.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

ARBITRON

The County of Hidalgo, Texas
"Operation Clean Slate"
KGBT-AM
The Jonny Ramirez Morning Show

MCALLEN-BROWNSVILLE-HARLINGEN (Metro Survey Area)
SP11 / FA10

P 18+ Ethnic = Hispanic/Spanish Dominant

KGBT-AM
Flight A: 1 Week - No Dates

Daypart	Spots	Notes	Rate	Average Rating	Length	GRPs	CPP	Frequency	Investment
M-F 6a-10a	25	5x's During Morning Show	$10.00	0.3%	60	7.5	$33.33	4.5	$250.00
M-Su 6a-6a	25	PSA 1:1	$0.00	0.2%	60	5.0	$0.00	1.7	$0.00
One Week Total	50		$5.00	0.3%		12.5	$20.00	3.3	$250.00
Flight Total	50		$5.00	0.3%		12.5	$20.00	3.3	$250.00

Grand Totals

Station	Spots	Rate	Average Rating	GRPs	CPP	Frequency	Investment
KGBT-AM	50	$5.00	0.3%	12.5	$20.00	3.3	$250.00
Total	50	$5.00	0.3%	12.5	$20.00	3.3	$250.00

Accepted By Station

Date

Accepted By Client

10/4/2011
Date

Hon. Ramon Garcia County Judge

This station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin, or ancestry.

This report was created using the following information: MCALLEN-BROWNSVILLE-HARLINGEN; SP11 / FA10; Metro; Multiple Dayparts Used ; P 18+; ◆ Socioeconomic Criteria Used: Ethnic = Hispanic/Spanish Dominant; See Detailed Sourcing Page for Complete Details.

TAPSCAN

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Schedule

PDF created with pdfFactory trial version www.pdffactory.com

ARBITRON

Schedule Detailed Sourcing Summary

Market: MCALLEN-BROWNSVILLE-HARLINGEN
Survey: Average of Arbitron Spring 2011, Arbitron Fall 2010
Geography: Metro
Daypart: Multiple Dayparts Used

Demo/Intab/Population:

Age/Gender	Socioeconomic	Population	Intab
Adults 18+	Ethnic = Hispanic/Spanish Dominant	394,100	1,448

Stations: User Selected

Additional Notices:

Estimates reported for dayparts which start and end between 12m and 5a are based on the 5a-5a broadcast day. Estimates for all other dayparts are based on the 12m-12m calendar day.

Please note: The intab reported is for the full twelve weeks of the survey. Users should note that reports run on fewer than twelve weeks are based on smaller sample sizes.

Stations qualify to be reported if they have received credit for five or more minutes of listening in at least 10 in-tab diaries in the survey area, Monday-Sunday Midnight-Midnight, during the survey period.

Estimates are derived from the diaries that provided the audience data for the Market Report and are subject to the qualifications and limitations stated in that Report. The TAPSCAN Web software product is accredited by Media Rating Council and reports both accredited and non-accredited data. For a list of the accredited and non-accredited Arbitron markets and data available through TAPSCAN, click here:

http://www.arbitron.com/home/mrc_accreditation.asp

Estimates are derived from panelists that provided the listening data for the PPM Service and are subject to the limitations stated within that Service Report. The Reach and Frequency Model utilized by Arbitron is formulated on the bases of the Harris Model, a Linear Frequency reach-and-frequency model, and the Slide Rule audience (cume) growth model.

Ascription Website: http://ascription.arbitron.com

Ratings Reliability Estimator https://rre.arbitron.com

An eBook Special Notices and Station Activities document has been generated for each survey. Please select the hyperlink to the survey that interests you.

https://ebook.arbitron.com/secure/RR8/2011SPR/0269/pdfs/SpecialNotices.pdf https://ebook.arbitron.com/secure/RR8/2010FAL/0269/pdfs/SpecialNotices.pdf

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TAPSCAN

PDF created with pdfFactory trial version www.pdffactory.com

Requisition

Req # 00203507

PO #

Date: 09/29/11

Consent
28889
10/4/11

Bill To: x
x

Vendor : 393886

CLEAR CHANNEL BROADCASTING
D/B/A KQXX-FM
200 EAST BASSE RD
SAN ANTONIO TX 78209-8328
FAX (956)973-9355

Ship To: PURCHASING DEPARTMENT
2802 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: **Nielda Cavazos**
956-318-2626

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	OM Operation Clean Slate Spt 19, 28th 16x 30 commercials Mon- thru 5a -10a (M4X,TU4X,W4X,THAX) 9X 30 COMMERCIALS MON-WED 3P-8P (m3x, tu3x, w3x) 25x 30 on-line commercials Mon-Fri- 5A-11P Investments for 50 spots $ 250.00	250.00	250.00
		Account No	Encumbrance	
		1-1100-415-18-160-001-0-540	250.00	
			Freight	.00
			Total	250.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Get it on THE X

OPERATION: CLEAN SLATE SCHEDULE

FOR THE COUNTY HIDALGO

2 weeks SEPT. 19TH-28TH

- **16X :30 commercials MON-THUR 5A-10A (M4X,TU4X,W4X, TH 4X)**
- **9X :30 commercials MON-WED 3P-8P (M3X,TU3X,W3X)**
- **25X :30 on-line commercials MON-FRI 5A-11P**

Investment for 50 spots: $250.00
BORDERLINE INTERVIEWS
STATION INTERVIEWS

Hon. Ramon Garcia County Judge

THE X Client — 10/4/11 Date

PRESENTED BY: DINA BURROS REV. 9/22/11
357-2797

Terms and Conditions: Payment is Cash in advance unless prior credit approval. Copy and or dub must be at station at least 24 hours in advance. Station reserves the right to withdraw this offer at any time. Revisions must be done within 10 working days and signed by station for confirmation. Rates are sold based upon supply and market demand. Rates will vary depending on the start date and length of schedules.

CLEAR CHANNEL RADIO

PDF created with pdfFactory trial version www.pdffactory.com

AI-28804 **11. B.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Marty Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Elections:
Requesting authority to enter into a 12-month software renewal maintenance agreement with (ESRI) Environmental Systems Research Institution for the Elections Department through requisition #203080 from 10/4/11-10/3/2012 (1-1100-414-00-130-001-0-336);

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-414-00-130-001-0-336

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req#203080 available for $995.00 for Environmental Systems Research Institute.

Attachments

ESRI

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/26/2011 04:45 PM
Roland Garcia	Rolando Garcia	09/29/2011 08:41 AM
Auditor's Office	Angela Garcia	09/30/2011 01:55 PM

Form Started By: Tanya Delira Started On: 09/26/2011 02:59 PM

Final Approval Date: 09/30/2011

Requisition

Req # 00203080

PO #

Date: 09/22/11

Bill To: x
x

Vendor : 306703
ENVIRONMENTAL SYSTEMS RESEARCH INSTI'
INC. DBA ESRI
380 NEW YORK STREET
REDLANDS CA 92373-8100
FAX (909)793-5953

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: Mel Esparza
956-318-2570

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C.C. 10/11		
		DO NOT DUPLICATE ORDER		
1.00		ArcView with Extension Single Use Primary Maintenance Fee Start Date: 10/4/2011- End Date: 10/3/2012; Material# 93094	995.00	995.00
		Account No	Encumbrance	
		1-1100-414-00-130-001-0-336	995.00	
			Freight	.00
			Total	995.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Esri Inc
380 New York Street
Redlands CA 92373

SUBJECT: MAINTENANCE QUOTE

DATE: 09/22/2011
TO: Veronica Lopez
ORGANIZATION: COUNTY OF HIDALGO
ELECTIONS DEPT
FAX #: **PHONE #:** 956-318-2570

FROM: Barbara Walker
FAX #: 909-307-3083 **PHONE #:** 909-793-2853 Ext. 3936
EMAIL: bwalker@esri.com

Number of pages transmitted (including this cover sheet): 3

QUOTATION #25493579
DOCUMENT DATE: 09/20/2011

DIR-SDD-1637
2010MPA4409

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details regarding the maintenance program benefits for your licensing, please visit http://www.esri.com/maintenancebenefits.

Customers who have multiple copies of some Esri products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about Esri Desktop, Developer software, or Web services terms of use, as well as purchase order terms and conditions, please visit http://www.esri.com/legal/licensing/software-license.html.

Do you need training? You can get affordable Esri software training for your entire organization with a subscription to Esri Virtual Campus. To find out how, visit the campus: http://campus.esri.com/campus/catalog/subscriptions

For details about ECP discounts and waivers for non-profit users please visit http://www.conservationgis.org/grant

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 Option 5.

esri®
380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/20/2011 **Quotation Number:** 25493579

Send Purchase Orders To:
Esri, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Barbara Walker

Please include the following remittance address on your Purchase Order:
Esri, Inc.
File #54630
Los Angeles, CA 90074-4630

COUNTY OF HIDALGO
ELECTIONS DEPT
101 S 10 AVE
EDINBURG TX 78539
Attn: Veronica Lopez

Customer Number: 431226
For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	93094 ArcView with Extension Single Use Primary Maintenance Start Date: 10/04/2011 End Date: 10/03/2012	995.00	995.00

Subtotal		995.00
Estimated Tax		0.00
Total	**$**	**995.00**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

This quotation is valid for 90 days and is subject to your Esri License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Barbara Walker **Ext:** 3936

[WALKERB]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/20/2011 **Quotation No:** 25493579 **Customer No:** 431226

Item	Qty	Material#	Unit Price	Extended Price

BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or Esri's standard terms and conditions at www.esri.com/legal.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of $_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

_____ _____

Signature of Authorized Representative Date

_____ _____

Name (Please Print) Title

[WALKERB]

APPENDIX C, PRICING INDEX, DIR CONTRACT DIR-SDD-1637	
PRODUCT CATEGORY	**CUSTOMER DISCOUNT**
SOFTWARE PRODUCTS	
ESRI/ArcInfo	26.50%
ESRI/Other Core ArcGIS Desktop Software – e.g. ArcView or ArcEditor	18.75%
ESRI/ArcGIS Desktop Extensions	18.75%
ESRI/Core Server Applications (ArcIMS, ArcGIS Server, Image Server) - e.g. ArcGIS Server Standard Enterprise	18.75%
ESRI/ArcGIS Server Extensions - e.g. 3D, Image, Spatial	18.75%
ESRI/Developer Solutions - e.g. ArcGIS Engine Runtime License	18.75%
ESRI/Business Analyst - e.g. Single Use National Dataset and Software	18.75%
ESRI/Mapping and Charting Solutions – e.g. Esri Production Mapping	13.75%
ESRI/ArcPAD - e.g. Single Use License	18.75%
ESRI/Staging Servers - e.g. ArcGIS Server Standard Enterprise Staging Server	3.00%
ArcLogistics Navigator Data	3.00%
ArcGIS Server with Cloud Infrastructure	3.00%
Tracking Server	3.00%
SERVICES	
Software as a Service	
Business Analyst Online	18.75%
ArcLogistics Using ArcGIS Online	18.75%
Related GIS Services	
ESRI/Maintenance on all products	0.50%
ESRI/Developer Support Group Programs	0.50%
ESRI/Installation of Software Products	0.50%
*Principal/GIS Program Manager	5.00%
*Senior GIS Technician/Project Manager	8.00%
*GIS Technician/Project Manager	7.00%
*Senior GIS Systems/Software Architect	6.00%
*GIS System/Software Developer	12.00%
*GIS Technical Specialist/Engineer	12.00%
*GIS Database Specialist/Analyst	11.00%
Optional Products	
Educational Institution Special Pricing - e.g. University Site License for 5,000 - 10,000 Students	0%
Training - e.g. Instructor-led Training at ESRI Facility One Student for One Day	0.50%
ESRI Developer Network Subscription	0.50%

Tanya.Delira

From: Veronica Lopez [veronica.lopez@co.hidalgo.tx.us]
Sent: Monday, September 26, 2011 3:34 PM
To: 'Tanya.Delira'
Subject: FW: COUNTY OF HIDALGO - 0025493579

Tanya,

Is this what you need?

Veronica Lopez
Accountant II
Hidalgo County Elections Department
H (956) 318-2570 Ext. 5715
(956) 393-2039
(veronica.lopez@co.hidalgo.tx.us

-----Original Message-----
From: Barbara Walker [mailto:bwalker@esri.com]
Sent: Monday, September 26, 2011 3:29 PM
To: 'Veronica Lopez'
Subject: RE: COUNTY OF HIDALGO - 0025493579

Veronica,
The maintenance for commercial customers is $1000 annually for the core plus extension.

Texas DIR maintenance is $995 annually.

Please let me know if this is not what you were looking for.

Thank you,

Barbara Walker | Customer Service Representative
Esri Customer Service | 380 New York St. |Redlands, CA 92373 | USA
T 888-377-4575, ext. 3936 | F 909-307-3083
bwalker@esri.com | esri.com

-----Original Message-----
From: Veronica Lopez [mailto:veronica.lopez@co.hidalgo.tx.us]
Sent: Monday, September 26, 2011 1:23 PM
To: Barbara Walker
Subject: RE: COUNTY OF HIDALGO - 0025493579

Mrs. Walker,

Can you please send me the list pricing for the maintenance on the license. Purchasing Dept. needs the information to verify the price.

Thanks.

Veronica Lopez
Accountant II
Hidalgo County Elections Department
H (956) 318-2570 Ext. 5715
(956) 393-2039
(veronica.lopez@co.hidalgo.tx.us

-----Original Message-----

From: Barbara Walker [mailto:bwalker@esri.com]
Sent: Thursday, September 22, 2011 3:11 PM
To: veronica.lopez@co.hidalgo.tx.us
Subject: COUNTY OF HIDALGO - 0025493579
Importance: High

RE: QUOTATION # 25493579 Enclosed
Prepared for:
Veronica Lopez
Customer Number 431226
COUNTY OF HIDALGO
ELECTIONS DEPT
Phone # 956-318-2570

Hi Veronica Lopez,

ESRI would like to thank you for selecting our technology and allowing us the opportunity to provide your organization with quality products and services.

Keeping your maintenance current helps you stay up-to-date with the rapid advancements in GIS technology, and provides you with tools that enable you to be more successful while using ESRI software. For details about the maintenance program benefits for your licensing, please visit http://gis.esri.com/software/maintenance/qualifying.cfm

Sincerely,

Barbara Walker
Esri Inc
Phone # 909-793-2853 ext. 3936
Fax # 909-307-3083
Email: bwalker@esri.com

PS: To download the latest PDF reader use this link:
http://www.adobe.com/products/acrobat/readermain.html

AI-28855 **11. C.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of payment for Invoice No. 2011708 in the amount of $1,675.10 (3rd Call, La Mesa Subdivision) as submitted by project engineer TEDSI Infrastructure Group.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-121-387-0-334

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O.#615985 for Tedsi Infrastructure Group, Inc.

Funds available as of 9-30-11.

Attachments

Invoice No.2011708 TEDSI Infrastructure Group

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	09/28/2011 03:51 PM
Purchasing Department	Marty Salazar	09/28/2011 04:18 PM
Budget & Management	Merlen P. Munoz	09/29/2011 08:11 AM
Ivan Cantu	Ivan Cantu	09/30/2011 08:41 AM
Auditor's Office	Arcilia Duran	09/30/2011 09:09 AM

Form Started By: Marcie Jackson Started On: 09/28/2011 03:08 PM

Final Approval Date: 09/30/2011

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Hidalgo County Precinct No. 1
Mr. John Paul Lugo
1902 Joe Stephens Ave.
Weslaco, Texas 78570

Invoice Date: September 20, 2011
TEDSI Invoice No.: 2011708
TEDSI Project No.: 2009-1027-01
Invoice Period: July 1, 2011 thru August 31, 2011

Hidalgo County Border Colonias Access Program Round III (HC BCAP III)

Purchase Order No. 615985
Agreement #C-CAP-08-028-10-28

Contract Amount	Contract Amount Remaining
$189,413.50	**$13,352.82**

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Preliminary Engineering (PER)	$40,236.08	0%	100%	$0.00	$40,236.08
Design Field Survey (DFS)	$45,000.00	0%	100%	$0.00	$45,000.00
Plans, Specs & Estimates (PSE)	$85,236.07	0%	99%	$0.00	$84,517.03
Const. Mngt. (CM)	$18,941.35	8.8436%	33.3005%	$1,675.10	$6,307.57
Subtotal	$189,413.50			$1,675.10	$176,060.68

TOTAL FEE EARNED: $176,060.68
LESS PREVIOUSLY INVOICED: $174,385.58

TOTAL AMOUNT DUE THIS INVOICE: **$1,675.10**

REQ.# 147098 P.O.# 615985
1-1312-431-00-121-387-0-334→$1,675.10
LA MESA SUBDIVISION-ENG&ARCH SRV

PLEASE REMIT PAYMENT TO:

TEDSI Infrastructure Group, Inc.
10260 Westeimer, Suite 460
Houston, Texas 77042

Jose A. Sanchez, P.E.
Project Manager

INVOICE RECEIVED BY: ON 9/28/11
GOODS/SERVICES RECEIVED BY: ON 9/28/11

TEDSI Infrastructure Group
Border Colonia Access Program - Round III

Work Authorization Number 1
Schedule of Values - July 1, 2011 thru August 31, 2011
TEDSI Invoice No. 2011708

CSJ	Colonia	Street Name	Engineering Fee	Preliminary Engineering & Design Phase 90%	Construction Engineering Construction Phase 10%	Total This Invoice	Previous Payment	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
3C1080855	Ash Country	Ceniza St	$ 10,430.01	$9,178.23	$0.00	$9,178.23	$ 9,178.23	$0.00	88.00%	$ 1,251.78
3C1080063	Balli Estates	Cynthia Ave	$ 42,960.23	$38,659.14	$0.00	$38,659.14	$ 38,659.14	$0.00	90.00%	$ 4,301.09
		E Balli								
		Minnie Ave								
		N Balli								
		W Balli								
		Sandra Ave								
		Thelma Ave								
3C1080148	Chapa North	North Road	$ 6,866.64	$6,180.31	$686.33	$6,866.64	$ 6,866.64	$0.00	100.00%	$ -
3C1080149	Chapa South	South Road	$ 6,074.64	$5,466.17	$608.47	$6,074.64	$ 6,074.64	$0.00	100.00%	$ -
3C1080185	Whalen- Engleman 2	Church Rd	$ 9,991.52	$8,997.01	$0.00	$8,997.01	$ 8,997.01	$0.00	90.00%	$ 994.51
3C1080215	De Anda	Pedro St	$ 5,147.76	$4,519.80	$0.00	$4,519.80	$ 4,519.80	$0.00	87.80%	$ 627.96
		David St								
3C1080319	High Point	North Lane	$ 9,702.00	$8,732.66	$969.34	$9,702.00	$ 9,702.00	$0.00	100.00%	$ -
		South Lane								
3C1080387	La Mesa	Sierra Dr	$ 16,810.69	$15,135.59	$1,675.10	$16,810.69	$ 15,135.59	$1,675.10	100.00%	$ -
		Montana Dr								
		Mesquite Dr								
3C1080896	McKee 1	Waller Wagers	$ 9,837.08	$8,843.76	$993.32	$9,837.08	$ 9,837.08	$0.00	100.00%	$ -
3C1080461	Mid Valley Estates	Carol St	$ 18,801.76	$16,528.50	$0.00	$16,528.50	$ 16,528.50	$0.00	87.90%	$ 2,273.26
		Evelyn St								
		Lucille St								
		Alma St								
3C1080687	S Palm Garden Estates 1	Palm Parkway St	$ 4,704.16	$4,235.43	$468.73	$4,704.16	$ 4,704.16	$0.00	100.00%	$ -
		Kalanchoe St								
3C1080688	S Palm Garden Estates 2	Palm Parkway St	$ 3,891.04	$3,500.52	$390.52	$3,891.04	$ 3,891.04	$0.00	100.00%	$ -
		Jade St								
3C1080790	Village Grove 2	Clark St	$ 3,379.10	$3,041.15	$0.00	$3,041.15	$ 3,041.15	$0.00	90.00%	$ 337.95
3C1080804	Wes Mer	Jose E. Pulido St	$ 7,179.31	$6,458.85	$0.00	$6,458.85	$ 6,458.85	$0.00	90.00%	$ 720.46
3C1080220	Delta West	Esperanza St	$ 28,466.19	$25,620.38	$0.00	$25,620.38	$ 25,620.38	$0.00	90.00%	$ 2,845.81
		Portillo St								
		Cenizo St								
		Janine St								
3C1080228	Diaz St	Diaz St	$ 5,171.37	$4,655.61	$515.76	$5,171.37	$ 5,171.37	$0.00	100.00%	$ -
			$ 189,413.50	$169,753.11	$ 6,307.57	$176,060.68	$ 174,385.58	$1,675.10		$ 13,352.82

Project Completion

Anticipated Completion Date: December 31, 2011
Extension: _____
Date Extension was approved in Court: _____

Project Engineer: TEDSI Infrastructure Group
Name (Print): Jose A. Sanchez
Signature: _____
Date: September 20, 2011

Colonia Access Program Director: _____
Date: _____

ENGINEERING SUPPLEMENTAL INVOICE SUMMARY

PRECINCT NUMBER: 1

WORK AUTHORIZATION NUMBER: 1

Schedule of Values - July 1, 2011 thru August 31, 2011
TEDSI Invoice No. 2011708

CSJ Number (Project #)	Project (Colonia & Street)	Maximum Approved Engineering Fee (By Work Authorization	Preliminary (902) Engineering 90% (Preliminary & Design Phase)	Construction (903) Engineering 10% Construction Phases	Total This Invoice	Cumulative Amount Billed to Date (Including This Invoice)	Percentage Complete	Engineering Fee Available Balance
SEE ATTACHED INVOICE & SPREADSHEET								
	TOTAL (Or subtotal if more than one page used)	$189,413.50	$170,472.15	$18,941.35	$1,675.10	$176,060.68	92.9504%	$13,352.82

Project Completion

Anticipated Completion Date: December 31, 2011
Extensions
Date Extension was approved in Court

Project Engineer

Name (Print) TEDSI INFRASTRUCTURE GROUP

Signature _____ Date September 20, 2011

Colonia Access Program Director _____ Date _____

AI-28831 **11. D.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pct. #4:
Requesting approval for:
1. Membership with North Alamo Water Supply Corporation;
2. The installation and utilization of 2" water meter for the JR "Milo" Ponce Park at 3516 E. F.M. 2812 for a total amount of $5,093.00 through requsition #203018 commencing upon approval. (1-1100-452-00-124-009-0-439);

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-124-009-0-439

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for requisition# 203018 as of 9-28-11 $5,093.00 for North Alamo Water Supply Corp.

Attachments

NAWSC-PCT4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/28/2011 12:49 PM
Budget & Management	Merlen P. Munoz	09/28/2011 01:27 PM
Manuel Chapa	Manuel Chapa	09/28/2011 02:49 PM
Auditor's Office	Angela Garcia	09/30/2011 01:55 PM

Form Started By: Blanca Mayorga Started On: 09/28/2011 09:12 AM

Final Approval Date: 09/30/2011

Requisition

Req # 00203018

PO #

Date: 09/21/11

Consent #28831 10/4/11

Bill To: x
x

Vendor : 25895
NORTH ALAMO WATER SUPPLY CORP
420 S. DOOLITTLE ROAD
EDINBURG TX 78542-9707

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: MUNOZ JR
956-383-3112

Contract No:

Special Instructions:
PCT. REQ. #1360

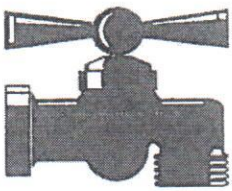
QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		2" WATER METER FOR THE JR "MILO" PONCE PARK AT 3516 E. F.M. 2812DN DO NOT DUPLICATE ORDER		
1.00	EACH	MEMBERSHIP	100.00	100.00
1.00	EACH	INSTALLATION	820.00	820.00
1.00	EACH	INSPECTION	25.00	25.00
1.00	EACH	EASEMENTS	300.00	300.00
1.00	EACH	WATER SUPPLY FEE	3,200.00	3,200.00
1.00	EACH	TIE IN TEST AND LABOR	360.00	360.00
1.00	EACH	FLUSH VALVE	250.00	250.00
1.00	EACH	LINE EXTENTION	38.00	38.00
		Account No	Encumbrance	
		1-1100-452-00-124-009-0-439	5,093.00	
			Freight	.00
			Total	5,093.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

North Alamo Water Supply Corporation
420 S. Doolittle Rd.
Edinburg, Tx 78539
383-1618

INVOICE

HIDALGO COUNTY PRECINCT #4			
Qty	**Description 2" Meter**		**Total**
1	MEMBERSHIP		$ 100.00
1	INSTALLATION		$ 820.00
1	INSPECTION		$ 25.00
1	EASEMENTS		$ 300.00
1	WATER SUPPLY FEE		$ 3,200.00
1	TIE IN, TEST AND LABOR		$ 360.00
1	FLUSH VALVE		$ 250.00
1	LINE EXTENSION		$ 38.00
	TOTAL		**$5,093.00**



North Alamo Water Supply Corporation
420 S. Doolittle Rd.
Edinburg, Tx 78542
383-1618

WO#_____

ROW_____PE_____
RES_____COM_____
DEED_____

PD_____ND_____

AMT $_____

Date: 1/11

Property owner(s): HIDALGO CO. PCT. #4 Spouse N/A

Home Phone # (____) N/A Work Phone # (956) 383-3112

Driver's License # N/A Driver's License # N/A

Marital Status: Single (N/A) Married (N/A) Widowed (N/A)

Mailing Address: 1051 N. DOOLITTLE RD.

City: EDINBURG State TX Zip Code 78542

Number in family N/A

Will you have a sprinkler system? YES

Will the water be for residential or commercial use? COMMERCIAL

If commercial, please state what type of business: HIDALGO CO. PCT.
And, what will the water service be used for? IRRIG. OF PARK

Subdivision Name: SANTA CRUZ GARDENS UNIT #2 Lot # 7 Blk # 15

Name of Road: 3516 E FM 2812

Description of lot (empty lot, house; color) J.R. 'MILO' PONCE MEMORIAL PARK

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

N/A Male N/A Female

_____White, Not of Hispanic Origin

_____Black, Not of Hispanic Origin

_____American Indian or Alaskan Native

_____Hispanic

_____Other, Specify_____

_____Asian or Pacific Islander

Rec #_____ Date Paid _____ Amt $ _____

This institution is an equal opportunity provider, and employer.

Have you previously received water service from North Alamo Water Supply Corporation (NAWSC), if so, under your name or another persons name? HIDALGO PCT. #4
If yes, please list below all names and account numbers.
Name: H.C. PCT #4 Name: H.C. PCT #4 Name: H.C. PCT #4
Acct # 32-4956-300-00 Acct # 32-6803-000-00 Acct # 31-5645-100-00

Do you understand and agree that once the Board of Directors of NAWSC has accepted your application for membership and a water meter has been installed by NAWSC for your use, the monthly minimum and usage fee will commence and you as the member will be responsible for it's payment to NAWSC regardless of whether or not water is used or whether or not plumbing is connected to members side of the meter?
Yes_____ No_____

Do you understand and agree that you as the NAWSC member are responsible for all charges to the membership account regardless of who used the water?
Yes_____ No_____

Do you understand and agree the Board of Directors of NAWSC has the authority and responsibility of fixing the charges and fees to cover the costs and provide funds to meet legal obligations of NAWSC?
Yes_____ No_____

Do you understand and agree the service agreement authorizes access of the NAWSC to the meter located on your property and assumes you will comply with the laws Texas and the Texas Department of Health regarding your use of the water service?
Yes_____ No_____

Do you understand and agree that some time in the future, NAWSC may require a right-of-way easement over and across your property for the purpose of installing potable water facilities and your refusal to grant such easement of such form, as may be required by NAWSC, will result in discontinuance of your water service and cancellation of your NAWSC membership?
Yes_____ No_____

Do you acknowledge that you must maintain in compliance with all applicable local governmental Ordinances or regulations, including but not limited to ordinances or regulations relating to the regulations of subdivisions, and that your failure to comply, may result in the termination of the water service to you?
Yes_____ No_____

Do you understand that there are no exemptions for a service charge, due to a trip that a serviceman or service made?
Yes_____ No_____

_____ _____
Applicant's Signature Date

for: Hidalgo County Pct 4

North Alamo Water Supply Corporation
Service Agreement

AGREEMENT made on this _____ day of _____, 20 11 between North Alamo Water Supply Corporation, a Corporation organized under the laws of the State of Texas (here in after call The Corporation) and Hidalgo County Pct 4.

The Corporation agrees to sell and deliver water to the Member and Member agrees to purchase and receive water from the Corporation, for general farm use and domestic purposes, in accordance with the bylaws and rules of the Corporation as amended from time to time by the Corporation's Board of Directors.

The member shall pay the Corporation for service hereunder at the rates and upon the terms and conditions set forth in the rate schedule adopted from time to time by Corporation's Board of Directors
The Board of Directors shall have the authority to cancel the membership of any member in the event of nonpayment of any water charges or assessments owing by said member within thirty (30) days after demand for payment by mail, properly addressed to such delinquent member.

All water shall be metered by Water Meters furnished and installed by the Corporation.

In the event the total water supply shall be insufficient to meet all the needs of the Members, or in the event there is a shortage of water, the Corporation may pro-rate the water available among the various Members on such basis as is deemed suitable by the Board Of Director, and may also prescribe a Schedule of hours covering the use of water for any purposes by particular Members and require adherence thereto or prohibit the use of water for any purposes; provided that, if at any time the total water supply by insufficient to meet all the needs of all the members the Corporation must first satisfy all the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock before supplying any water for garden purposes.

The member shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Corporation or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the water distribution. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device. No cross-connection between the public drinking water supply and a private water system is permitted. No connection which allows water to be returned to the public drinking water supply is permitted. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

The Member shall install and maintain at his own expense a service line from the meter to the point of use.

The Member shall hold the Corporation harmless from any and all claims or demands for damages to real-estate or personal property occurring from the point of Member ties on to the Corporation meter to the final destination of the line installed by Member. The Member agrees to grant to the Corporation an easement of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meter valves and any other such equipment which may be deemed necessary for the Corporation on such form as is required by the Corporation. Failure to provide such requested easements may result in the termination of water service.

The Corporation shall have the right to locate a water service meter and pipe, necessary to connect the meter on the property of the Member at a point to be chosen by the Corporation and shall have access to its property on the Member's premises at all time for any purpose connected with or in the furtherance of its business operations, and on discontinuance of service shall have the right to remove any of its property from the Members premises.

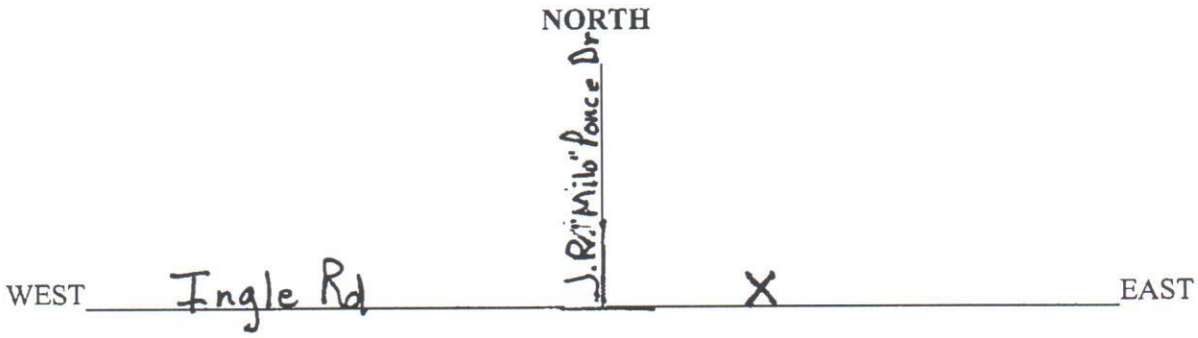
If the customer fails to comply with the terms of the Service Agreement, the Corporation may at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the customer.

Member _____ Co-Owner/Spouse N/A

for: Hidalgo County Pct #4

***** PLEASE STAKE METER LOCATION WITH NAME ON STAKE*****
STAKE SHOULD BE AT LEAST 3 FEET HIGH.

Make map showing closest crossroads.



INFORMATION DISCLOSURE

The Texas Legislature has enacted a bill, which was effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, and social security number confidential.

IS THERE A CHARGE FOR THIS SERVICE?

Yes. There is a one-time charge of $1.00 to cover the cost of set-up and implementation order for $1.00 to:

North Alamo Water Supply Corporation
420 South Doolittle Road
Edinburg, TX 78539

Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS. We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) an consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

Detach and Return This Section

Need all information and signature

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential. I have enclosed my payment of $1.00 for this service.

Name of Account Holder	Account Number
Address	Area Code/Telephone
City State Zip Code	**Signature**

AI-28827 **11. E.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pct. #4:
Requesting approval to enter into a 12-month license support center/remote support subscriber agreement with bigWebApps for Precinct #4 in the amount of $2,094.40/year through the following requisition #200674 effective: upon approval (1-1200-431-00-124-007-0-336).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-007-0-336

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Amount available for requisition# 200674 as of 9-28-11 $2,094.40 for Bigwebapps.

Attachments

BIGWEBAPPS-PCT4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/28/2011 12:48 PM
Budget & Management	Merlen P. Munoz	09/28/2011 01:26 PM
Manuel Chapa	Manuel Chapa	09/28/2011 04:03 PM
Auditor's Office	Angela Garcia	09/30/2011 01:55 PM

Form Started By: Blanca Mayorga Started On: 09/28/2011 08:55 AM

Final Approval Date: 09/30/2011

Requisition

Req # 00200674

PO #

Date: 08/10/11

Consent #28827 10/4/11

Bill To: x
x

Vendor : 377066
BIGWEBAPPS
1447 PEACHTREE ST., STE 880
ATLANTA GA 30309
FAX (678)623-0296

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: MUNOZ JR R.
956-383-3112

Contract No:

Special Instructions:
PCT. REQ. #1173

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE NUMBER 00000205		
		DO NOT DUPLICATE ORDER		
1.00	EACH	BIGWEBAPPS HELPDESK FOR WORK ORDER SUPPORT PCT. #4.	2,094.40	2,094.40
		Account No	Encumbrance	
		1-1200-431-00-124-007-0-336	2,094.40	
			Freight	.00
			Total	2,094.40
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



WebApps

Company Address	PO Box 7010 Atlanta, GA 30357 US	Created Date	9/20/2011
		Expiration Date	10/1/2011
		Quote Number	00000206
Prepared By	Mike Clements	Contact Name	Stan Ramos
Phone	(866) 996-1200 ext.703		
E-mail	mike.clements@bigwebapps.com		
Bill To Name	Hidalgo County	Ship To Name	Hidalgo County
Bill To	100 E. Cano 4th floor Edinburgh, TX 78541		

Product	Sales Price	Quantity	Discount	Total Price
Additional Departments	$4,760.00	1.00	56.00%	$2,094.40
Asset Manager - 30% Uplift	$0.00	1.00		$0.00
Email Parser - 10% Uplift	$0.00	1.00		$0.00
LDAP Replicator - 20% Uplift	$0.00	1.00		$0.00
Remote Assistance - 10% Uplift	$0.00	1.00		$0.00

Information

Notes

Quote Includes:
bigWebApps HelpDesk
Email Parser
Remote Assistance
Asset Manager
Active Directory Replicator

Contract Term: 1 year

Subtotal	$4,760.00
Total Price	$2,094.40
Grand Total	$2,094.40

Quote Acceptance Signature

Signature_____

Name_____

Title_____

Date_____

HELP DESK SOFTWARE PROPOSAL

Client	Hidalgo County
Date	September 20, 2011
Project	Help Desk Software

By: Andrey Magazinov

PRIMARY VALUE ADDS

Great experience with this app type. Web based, back office, electronic paper applications are our specialty. We have many systems to cut corners and reduce development time with these types of applications

Application Framework. Over the past 10 years developing web based .net apps we have created an application framework. It is a thin layer to sit on top of the MS.NET platform. Our framework handles common features like: log in/log out; menu navigation; user accounts, groups, roles, grids, input forms, forgot password. We can demo this framework over Go-to-Meeting easier than explaining.

Maintenance Phase. The maintenance phase of this application could be our strongest area. We are stable, having been in business for over 10 years. We can leverage our offshore teams to have dedicated bug engineers for this project over the lifetime of the project. This would be one my greatest concerns if utilizing contractors to build the app, as there is no way to know what will happen to them long term.

QUOTE FOR PROPOSAL

Description:		**Price**
bigWebApps HelpDesk	Technician Pricing	$10,500
Email Parser		$1,050
Remote Assistance		$1,050
Asset Manager		$3,150
Active Directory Replicator		$2,100
Sub-Total		$17,850
Reseller Discount	15%	($2,677.50)
Total		**$15,172.50**

*Additional instances can be added as a 20% uplift or $3,134.50

AUTHORIZING AGENTS

	Andrey Magazinov	Stan Ramos
	Micajah IT Services	Hidalgo County
	Project manager	

Questeq

Airport Office Park Building 3
420 Rouser Road, Suite LL1
Coraopolis, PA 15108

RE: Hidalgo County Help Desk Software Quote

Attention:
Stan Ramos
Hidalgo County
100 E. Cano, 4th Floor
Edinburgh, TX 78541

Description:		Price
bigWebApps HelpDesk	Technician Pricing	$12,500
Email Parser		
Remote Assistance		
Asset Manager		
Active Directory Replicator		
Sub-Total		$12,500
Reseller Discount	15%	($1,875)
	Total	**$10,625**

_____ Date: _____

Rick Letterman
Account Manager
Questeq

_____ Date: _____

Stan Ramos
Hidalgo County

AI-28817 **11. F.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Martha Salazar Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to re-advertise (as no bids received) and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County-Laboratory Services" Bid No. 2011-144A-SMA.

BACKGROUND

1.) Current Contract expires 11/30/11
2.) Draft Contract Document form was previously reviewed & modified by by legal counsel on 09/26/11
3.) Proposed Schedule of Events:
1st Advertisement: October 08, 2011
2nd Advertisement: October 15, 2011
Bid Opening Date: October 26, 2011

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1100-423-21-280-002-0-331
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:

FISCAL YEAR: 2011 ACCT. #: 1100-423-32-330-001-0-331
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:

FISCAL YEAR: 2011 ACCT. #: 1100-441-00-340-003-0-339
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:

Attachments

procurement packet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/28/2011 12:38 PM
Budget & Management	Merlen P. Munoz	09/28/2011 01:23 PM
Auditor's Office	Angela Garcia	09/30/2011 01:55 PM

Form Started By: Sandra Montalvo Started On: 09/27/2011 11:53 AM

Final Approval Date: 09/30/2011

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County (all funding sources)
"LABORATORY SERVICES"
BID NO.:2011-144A-10-26-SMA

Hidalgo County is requesting bidder(s) from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide ***"Laboratory Services***" in a timely manner; ensure that such services meet the county and state jail standards; ensure quality, yet be cost effective.

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County. These requirements and/or specifications must be **equal or better**, including, but not limited to, the following:

SPECIFICAITONS/REQUIREMENTS, TERMS AND CONDITIONS

1) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

3) All services will be on an "**As Needed Basis**", there are no set quantities to be requested only approximations.

4) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year terms.

5) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

6) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the EXHIBIT "C" for limits).

7) Hidalgo County reserves the right to award to one (1) or multiple vendors whichever is more valuable to the County.

8) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

9) Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.

10) Any/all health care services provided to inmates who are in the custody of Hidalgo County will only pay (apply) current Medicaid rates when invoicing charges are greater than the Medicaid rate fees. (*as referred and attached hereto and approved by Commissioner's court on September 25, 2007)*

11) Any test/and or service required by our medical personnel that is not mentioned on the contract, such service(s) will also be paid under Medicaid rates fee. (*as referred and attached hereto and approved by Commissioner's court on September 25, 2007)*

12) Specimens will be collected by Hidalgo County Staff.

13) Provide at least one (1) accessible lab location to refer patients for collection if specimen cannot be collected by Hidalgo County staff (i.e. Edinburg). Laboratory will be responsible for delivery/processing of

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such specimens when necessary.

14) Electronic Lab results are required.

15) All certificates, licenses, etc. for laboratory to operate in the State of Texas are required and copies must be submitted with bid. *(Including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification)*

16) All supplies must be provided to Hidalgo County for all required testing and results must be available and provided within 24 hours.

17) Lab must schedule and provide pick up services for all specimens from each facility listed below. Hidalgo County reserves the right to add or delete locations as it deems in the best interest of the County

LOCATIONS/CLINICS	
HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT **Contact Person: Elena Gaitan 956-587-6200**	
1)	Judge Mario E. Ramirez, Jr. Juvenile Justice Center 1001 N Doolittle Edinburg, TX 78541
HIDALGO COUNTY SHERIFF'S OFFICE **Contact Person: Juan Tapia 956-383-8114**	
1)	Hidalgo County Jail 701 El Cíbolo Rd. Edinburg, TX 78539
HIDALGO COUNTY HEALTH & HUMAN SERVICES	
1)	Edinburg Clinic 3105 E Schunior Edinburg, TX 78539
2)	Elsa Clinic 708 Edinburg St. Elsa, Texas 78543 Phone: (956)262-1141 Supervisor: Marisol Escamilla, R.N.
3)	Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557 Phone: (956)843-7463 Supervisor: Cecilia Lopez, R.N.
4)	McAllen Clinic 300 E. Hackberry McAllen, Texas 785001 Phone: (956)682-6155 Supervisor Norma Garza, R.N.
5)	Mission Clinic 211 N. Schurebach Road Mission. Texas 78572 Phone: (956)585-2461 Supervisor: Victoria Garza, R.N.
6)	Pharr Clinic 300 W. Hall Acres Pharr, Tx Phone: (956)787-1531 Supervisor: Lilia Velasco, R.N.
7)	Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596 Phone: (956)969-8332 Supervisor: Elva Murphy, R.N.
8)	Pulmonary Clinic (South Entrance) 1304 South 25th Ave Edinburg, Texas 78542

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	Phone: (956)387-0118 Supervisor: Gloria Salinas, R.N., TB Program Manager

SERVICES REQUIRED:

The vendor shall provide qualified and trained personnel and certified licensed facilities for the laboratory services. Laboratory testing services shall; include, but is not limited to the following services:

ABO and Rh
Accult Blood, Feces
Acute Hepatitis Panel
Aerobic Bacterial Culture.
Amylase.
Antinuclear Antibodies. *Results*
B_{12} and Folate.
Bacterial Vaginosis/Baginitis (Trich, G. Vaginalis, & Candida)
Basic Metabolic Panel.
BUN
Carbamazipine levels.
CBC w Diff w/ Plt.
CBC w Diff w/o Plt.
CBC w/ diff and platelets.
CBC w/o Diff w Plt.
CBC w/o Diff w/o Plt.
CEA.
Chem 24.
Chlamydia/GC DNA Probe w/confirmation on positives.
Chlamydia/GC DNA Probe w/out confirmation.
Cholesterol Total
Ck,Total
Comp Metabolic Panel
Creatinine.
Cult, Campylobac
Culture, Aerob/Anaer
Cultures (wound and urine)
Digoxin.
Dilantin levels.
Draw Fee, Psc Spec
Drug screens (serum and urine).
Electrolyte Panel.
Eosinophil Ct, (B)
Fecal Fat, Qual
Fecal Leukocyte Stn
Ferritin
FSH and LH.
Genital Culture, Routine.
Giardia Ag Detection
Glucose, Plasma.

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Group B Strep Colonization Detection Cult/DNA Probe.
H & H
hCG, Beta Subunit, Qual.
hCG, Beta Subunit, Quant.
Hdl-Cholesterol
Helicobacter pylori lgG.
Hematocrit.
Hemoglobin A_{1C} w/MBG.
Hemoglobin.
Hep A Igm Ab
Hepatic Function Panel.
Hepatitis B Surface Antibody.
Hepatitis B Surface Antigen.
Hepatitis C Antibody.
Herpes Culture.
Hgal c.
HIV-1 Antibodies.
H-pylori.
Hsv 1/2 Herpeselect
Iron and IBC.
Iron, Total & Ibc
Lead
Lipid Panel.
Lithium levels.
Liver enzyme panel.
Magnesium.
Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)
Maternal Serum Screen 5 (Penta)
Myoglobin
Myoglobin (U)
New Born Screening
Occult Blood.
Ova & Parasites.
Phenytoin.
Platelet Count.
Potassium.
PreGen-Plus.
Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella
Prolactin.
Prothrombin Time (PT).
PSA.
PTT Activated.
RBC Count.
Renal Function Panel.
Rheumatoid Arthritis Factor.
RPR.
Rubella Antibodies, IgG.

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Sed Rate, Westergren.
Stat Assay 1
Stat Assay 2
Stool Culture.
Surpath (Liquid pap smear) includes HPV, GC/Chlamydia
T_3 Uptake.
T-4 (Thyroxine)
T-4 Free
Testosterone.
Throat, Beta-Hemolytic Strep Cult, Group A.
Thyroid Cascade Profile.
Thyroxine (T_4).
Total Electrophoresis
Tp Rand (U) W/Creat
Triglycerides
TSH, 3rd generation.
TSH.
Ua, Complete
UA.
Upper Respitory Culture, Routine.
Uric Acid
Urinalysis (Microscopic on Positives).
Urine Culture, Routine.
Valporic acid levels.
Valproic Acid
VDRL.
Vitamin B-12
WBC Count.
WBC Differential.

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ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Sandra Montalvo, Buyer, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail sandra.montalvo@co.hidalgo.tx.us by no LATER THAN, **Wednesday, October 19, 2011 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, October 21, 2011, by 5:00 p.m.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

RESOLUTION

A WRITTEN RESOLUTION AUTHORIZING SENDING NOTICE TO ALL HEALTHCARE PROVIDERS, AND PHARMACIES AND AUTHORIZING THE COUNTY TO PAY INDIGENT AND MEDICAID RATES FOR THE CARE OF INMATES IN THE CUSTODY OF HIDALGO COUNTY

BE IT RESOLVED THAT, that the Commissioners Court of Hidalgo County hereby resolves and authorizes that effective September 25, 2007, Hidalgo County will only pay current indigent or Medicaid rates for all health care and drugs provided to inmates who are in the custody of Hidalgo County and hereby authorizes the sending of written notice by the County Auditors to all health care providers and pharmacies notifying them that Hidalgo County will only pay current indigent or Medicaid rates for all health care and drugs provided to inmates who are in the custody of Hidalgo County.

NOW, THEREFORE be it resolved, that the Commissioners Court of Hidalgo County hereby approves the above resolution.

Juan D Saldana, III
County Judge

Sylvia S Handy
Commissioner Precinct 1

Hector "Tito" Palacios
Commissioner Precinct 2

Joe M Flores
Commissioner Precinct 3

Oscar Garza, Jr.
Commissioner Precinct 4

Bid No: 2011-144A-10-26-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

(All funding sources)

"LABORATORY SERVICES"

BID OPENING DATE: October 26, 2011 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (all funding sources) LABORATORY SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-144A-10-26-SMA- HIDALGO COUNTY-**(all funding sources) **LABORATORY SERVICES"** and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, October 26, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-144A-10-26-SMA-RFB-HIDALGO COUNTY-(all funding sources) **LABORATORY SERVICES".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS**:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation-**"HIDALGO COUNTY-(**all funding sources**) LABORATORY SERVICES** Descriptive information as to the items or services delivered, including

product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ray Eufracio, Auditor
Hidalgo County Auditor's Office
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**October 26, 2011**
Award of Contract	_____ 2011
Commence Work or Deliver Products	_____, 2011

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT(if applicable):

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
(all funding sources)
"LABORATORY SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Sandra Montalvo

From: Juan Tapia [juan.tapia@hidalgoso.org]
Sent: Thursday, August 04, 2011 2:23 PM
To: 'Sandra Montalvo'; darlene.betancourt@co.hidalgo.tx.us; 'Leticia Saenz'
Cc: 'Anacleto Martinez'; 'Daniel.Garcia@hidalgoso.org'; Rene.Gonzalez@hidalgoso.org; Armando.Campos@hidalgoso.org; Eliza.Cantu@hidalgoso.org; Virginia.Rodriguez@hidalgoso.org
Subject: FW: BID NO.: 11-144-08-03-SMA-LABORATORY SERVICES
Attachments: PARTICIPATION LOG.doc

Sandra,
Pursuant to your enclosed information, please route through Commissioner's Court for approval
As follows:
Re-advertise above mentioned project
Exercise 60 days extension current contract E-10-330-08-31 (C-08-196-09-30)
Should you have any questions or required additional information, please contact us.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Tel (956)-292-2930 Fax (956)-292-2932

From: Sandra Montalvo [mailto:sandra.montalvo@co.hidalgo.tx.us]
Sent: Wednesday, August 03, 2011 2:12 PM
To: 'Juan Tapia'; elena.gaitan@jpd.co.hidalgo.tx.us; 'Josie Escalante'
Subject: BID NO.: 2011-144-08-03-SMA-LABORATORY SERVICES
Importance: High

Mr. Tapia,
We did not receive any responses for the above mention project. Would you like to modify the specifications and/ or re-advertise? Please advice!

Thank you,
Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department
2812 S. Bus. Hwy. 281
Edinburg, Tx 78539
Office-(956)318-2626 ext. 4865
Fax-(956)318-2629 or (956)292-7612
Email: sandra.montalvo@co.hidalgo.tx.us

Sandra Montalvo

From: Rocio Villarreal [rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, September 26, 2011 1:38 PM
To: 'Sandra Montalvo'
Subject: FW: Industry Professional Standards
Attachments: ROCIO VILLARREAL2.vcf

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, September 26, 2011 1:21 PM
To: 'Rocio Villarreal'
Subject: RE: Industry Professional Standards

Paragraph 4 is good to go.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, September 26, 2011 11:44 AM
To: 'Steve Crain'
Cc: 'Martha Salazar'
Subject: RE: Industry Professional Standards

Good Morning Mr. Crain:

Did the correction, good to go? Please advise. Thank you.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, September 21, 2011 5:10 PM
To: 'Rocio Villarreal'
Subject: RE: Industry Professional Standards

In numbered paragraph 4 delete the word "approved" and insert in lieu thereof the word "required".

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, September 21, 2011 4:14 PM
To: 'Steve Crain'
Cc: 'Martha Salazar'; 'Sandra Montalvo'
Subject: RE: Industry Professional Standards

Mr. Crain as discuss thru our phone conversation, I have incorporated to the specifications and draft medical laboratory service agreement the CLIA certification. Please approve draft agreement as to form so we can proceed to place the project in Com Court for the approval of advertisement. If you have any questions please feel free to contact me. Thank you.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-144A-00-00

THIS CONTRACT is made and entered into this_____day of_____**, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____**.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Laboratory Services"** for Hidalgo County (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB, the Commissioners' Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County.** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of

DRAFT

this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff or his designated agent. Company agrees in performing the Services that it will use proper professional standards comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning_____ and ending on _____ and with the County's option to extend for an additional two (2) one (1) year term. Contract may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract specifically all required licenses and permits, including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against

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written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge

DRAFT

100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Steve L. Crain

DRAFT

DRAFT

AI-28883 **11. G.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

1. Recommending to rescind action taken on Agenda Item # 28546 (approved by cc on 09/20/11) on “Application for Payment - No.1 Loma Linda Heights Subdivision” as retainage percentage (%) and engineer’s name were incorrectly submitted as 10% instead of 5% and TEDSI Infrastructure Group was named as project engineer instead of Javier Hinojosa Engineering.

2. Recommending approval of corrected Application for Payment No. 1 in the amount of $100,815.14 from Saenz Utility Contractors, Ltd., contracted vendor for Loma Linda Heights Subdivision as submitted by Javier Hinojosa Engineering, project engineer (C-CAP-11-129-05-23).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1312-431-00-123-421-0-731 & 733

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O.# 660948 has $300,969.90 and $192,494.50 (total $493,464.40) available as of 9/30/11 in object codes 731 and 733 (respectively).

Attachments

Application for Payment No.1 Loma Linda Heights Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	09/29/2011 01:25 PM
Purchasing Department	Marty Salazar	09/29/2011 04:33 PM
Budget & Management	Merlen P. Munoz	09/29/2011 04:57 PM
Perla Lopez	Angela Garcia	09/30/2011 08:21 AM
Ana Galvan	Angela Garcia	09/30/2011 08:21 AM
Dale Kennan	Dale Kennan	09/30/2011 10:02 AM
Auditor's Office	Angela Garcia	09/30/2011 01:55 PM

Form Started By: Marcie Jackson Started On: 09/29/2011 09:13 AM

Final Approval Date: 09/30/2011

APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY (OWNER)
From: SAENZ UTILITY CONTRACTORS, LTD. (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR LOMA LINDA HEIGHTS SUBDIVISION
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR LOMA LINDA HEIGHTS SUBDIVISION
Owner's Contract No. C-CAP-11-129-05-23 Engineer's Project No.
For Work accomplished through the date of: August 24, 2011

1. Original Contract Price:		$493,464.40
2. Net change by Change Order No. 1 and Written Agreements(+):		$0.00
3. Current Contract Price (1 plus 2):		$493,464.40
4. Total completed and stored to date:		$106,121.20
5. Retainage (per Agreement):		
5% of completed Work:	$5,306.06	
_____ of stored material		
Total Retainage:		$5,306.06
6. Total completed and stored to date less retainage (4 minus 5)		$100,815.14
7. Less previous Application for Payments:		$0.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$100,815.14

Accompanying Documentation:

1. **Application and Certification of Payment**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **List of Suppliers and Sub-contractors**
5. **Partial Waiver of Liens (Sub-contractors/suppliers)**
6. **TxDot Form 252 Contract Time Statement**
7. **Payroll Report w/signed Wage Form**

REQ.# 198595 P.O.# 660948
1-1312-431-00-123-421-0-731→$29,921.20
<-1,496.06>=$28,425.14

REQ.# 198595 P.O.# 660948
1-1312-431-00-123-421-0-733→$76,200.00
<-3,810.00>=$72,390.00

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous p
Work done under the Contract referred to above have been app
obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

SAENZ UTILITY CONTRACTORS, LTD
(CONTRACTOR)

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this _____ day of _____.

By: _____
PEDRO SAENZ
MANAGER
22290 N. FM 88
EDCOUCH, TX 78538

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

JAVIER HINOJOSA ENGINEERING
(ENGINEER)

By: _____
Javier Hinojosa, P.E.

Exhibit E-C

Saenz Utility Contractors, Ltd.	Contractor Name
07/18/11	Starting Date
	Project Ending Date
5%	Retainage Percent

Application No.	**1**
Application Date:	**9/29/2011**
Period To:	**7/18/11 - 08/24/11**
Engineer Firm	**JAVIER HINOJOSA ENGINEERING**

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
M1080421	Loma Linda Heights	$ 493,464.40	$ -	$ 106,121.20	$ -	$ -	$ 106,121.20	$ 387,343.20	$ 5,306.06	$ 100,815.14	$ -	$ 100,815.14
		$ 493,464.40	$ -	$ 106,121.20	$ -	$ -	$ 106,121.20	$ 387,343.20	$ 5,306.06	$ 100,815.14	$ -	$ 100,815.14

Saenz Utility Contractors, Ltd. — Contractor Name

7/18/2011 — Starting Date

Project Ending Date

ROAD & DRAINAGE - LOMA LINDA HEIGHTS — Engineer's / County Project Description

Application No.: 1

Application Date: 8/25/2011

Period To: 07/18/2011 - 08/24/11

Engineer's / County Project No.: C-CAP-11-129-05-23

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Revised Schedule Value Quan	Revised Schedule Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		ROADWAY																			
		ARIEL HINOJOSA SUBDIVISION																			
1	100	Preparig ROW	STA	$ 590.00	48.68	$ 28,721.20	$ -	0.00	$ -	48.68	48.68	$ 28,721.20			$ -			$ -	$ 28,721.20	0	$ -
2	110	Excavation (Roadway)	CY	$ 6.10	8252.00	$ 50,337.20	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	8252	$ 50,337.20
3	247	8" FLEX BASE (Compl in Place)	SY	$ 5.50	15965.00	$ 87,807.50	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	15965	$ 87,807.50
4	310	ASPH Matrl. (MC-30)	GAL	$ 6.00	3196.00	$ 19,176.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	3196	$ 19,176.00
5	340	1 1/2" ASPH Conc. (TY D)	SY	$ 7.80	13260.00	$ 103,428.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	13260	$ 103,428.00
6	502	Barricades, Sign & Traffic Handling	MO	$ 1,200.00	5.00	$ 6,000.00	$ -	0.00	$ -	1.00	1.00	$ 1,200.00			$ -			$ -	$ 1,200.00	4	$ 4,800.00
7	530	Turnouts (ASPH-CONC-PAV) (PB-1)	SY	$ 20.00	275.00	$ 5,500.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	275	$ 5,500.00
		Total Roadway LOMA LINDA HEIGHTS SUBDIVISION				$ 300,969.90			$ -			$ 29,921.20			$ -			$ -	$ 29,921.20		$ 271,048.70
		DRAINAGE																			
8	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 12.75	598.00	$ 7,624.50	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	598	$ 7,624.50
9	530	Driveway (Concrete 3000 PSI)	SY	$ 32.00	1385.00	$ 44,320.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	1385	$ 44,320.00
10	464	8" PVC Pipe	LF	$ 25.00	50.00	$ 1,250.00	$ -	0.00	$ -	50.00	50.00	$ 1,250.00			$ -			$ -	$ 1,250.00	0	$ -
11	464	15" RCP Culvert Pipe	LF	$ 22.00	40.00	$ 880.00	$ -	0.00	$ -	40.00	40.00	$ 880.00			$ -			$ -	$ 880.00	0	$ -
12	464	18" RCP Culvert Pipe	LF	$ 24.00	979.00	$ 23,496.00	$ -	0.00	$ -	979.00	979.00	$ 23,496.00			$ -			$ -	$ 23,496.00	0	$ -
13	465	Type "A" Inlet (All Depths)	EA	$ 2,950.00	10.00	$ 29,500.00	$ -	0.00	$ -	10.00	10.00	$ 29,500.00			$ -			$ -	$ 29,500.00	0	$ -
14	465	Type "CC" Inlet (All Depths)	EA	$ 2,950.00	1.00	$ 2,950.00	$ -	0.00	$ -	1.00	1.00	$ 2,950.00			$ -			$ -	$ 2,950.00	0	$ -
15	465	Type "A" Mahole (All Depths)	EA	$ 2,500.00	6.00	$ 15,000.00	$ -	0.00	$ -	6.00	6.00	$ 15,000.00			$ -			$ -	$ 15,000.00	0	$ -
16	464	Tie To Exist. Curb Inlet w/ 8" PVC Pipe	EA	$ 685.00	3.00	$ 2,055.00	$ -	0.00	$ -	3.00	3.00	$ 2,055.00			$ -			$ -	$ 2,055.00	0	$ -
17	529	18" Low Profile Curb & Gutter	LF	$ 5.50	9686.00	$ 53,273.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	9686	$ 53,273.00
18	529	48" Valley Gutter	LF	$ 18.00	490.00	$ 8,820.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	490	$ 8,820.00
19	402	Trench Protection	LF	$ 1.00	1069.00	$ 1,069.00	$ -	0.00	$ -	1,069.00	1069.00	$ 1,069.00			$ -			$ -	$ 1,069.00	0	$ -
20	542	6" Rein. Concrete Spillway (Concrete 3000 PSI)	SY	$ 37.00	61.00	$ 2,257.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	61	$ 2,257.00
		Total Drainage LOMA LINDA HEIGHTS SUBDIVISION				$ 192,494.50			$ -			$ 76,200.00			$ -			$ -	$ 76,200.00		$ 116,294.50

Grand Total for Loma Linda Heights Subd. $ 493,464.40

APPROVED BY:

Javier Hinojosa P.E.
Print Name

Signature

9/12/11
Date

Exhibit E-D

AI-28809 **11. H.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Cooperative Agreements:

Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding required for this agenda item. This request is only for authoriztion to utilize cooperatives.

Attachments

MSC

backup

exhibit A

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/28/2011 12:35 PM
Budget & Management	Merlen P. Munoz	09/28/2011 01:13 PM
Rosalinda Cantu	Rosie Cantu	09/29/2011 11:18 AM
Auditor's Office	Arcilia Duran	09/29/2011 11:20 AM

Form Started By: Tanya Delira Started On: 09/27/2011 08:41 AM

Final Approval Date: 09/29/2011

Vendor Contract Information

Proposal Documents | Back

Vendor: MSC Industrial Supply Co.
Address: 2556 Boardwalk
San Antonio, TX 78217
Phone: (888) 242-2249
Contact: C.J. DelaGarza
Email: delagarc@mscdirect.com
Website: www1.mscdirect.com/cgi/nnsrhm
Federal ID: 13-5526506
Accepts RFQs: Yes
Contract: Building Maintenance, Repair & Operation Supplies & Equipment #339-10
Effective Date: 6/1/2010
Expiration Date: 5/31/2013
Payment Terms: Net 30 Days
Delivery Days: 10
Shipping Terms: Free Freight
Freight Terms: FOB Destination
Ship Via: Best Way
Regions Served: All Texas Regions
States Served: Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Idaho, Illinois, Kansas, Kentucky, Louisiana, Maine, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Texas, Utah, Washington, West Virginia, Wyoming

[Log Out]

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28809

ULTRABAC SOFTWARE

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software as a Service

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.
Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.
Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Barratt Edwards International Corporation dba UltraBac
15015 Main Street Suite 200, Bellevue, WA 98007
(425) 644-6000
www.ultrabac.com

Contract Number: **GS-35F-0243K**

ULTRABAC SOFTWARE Backup and Disaster Recovery Software for Business

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Ultimate Bundle - $895.00 **UB-UB-B**: Reliable System Recovery LIVE Snapshots of Physical and Virtual Servers. Lightning Fast Bare Metal Disaster Recovery. Image and File Backups
www.ultrabac.com/products/42product-pricing/

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425-644-6000 **UltraBac Software** Fax 425-644-8222 15015 Main Street info@ultrabac.com Bellevue WA 98007
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GSA eLibrary

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Search: all the words Go

(Vendors) How to change your company information

Contractor Information

Contract #: GS-35F-0243K

Contractor: BARRATT EDWARDS INTERNATIONAL CO

Address: 15015 MN ST STE 200 201
BELLEVUE, WA 98007-5229

Phone: (425)644-6000

E-Mail: jason@ultrabac.com

Web Address: http://www.ultrabac.com

Socio-Economic : Small business
Veteran Owned Small business

EPLS : Contractor not found on the Excluded Parties List System

Govt. Contracting Officer:
Kofi B. Amoa-Mensah
Phone: 703-605-3576
E-Mail: kofi.amoa-mensah@gsa.gov

Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category		View Items Available
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0243K		Feb 3, 2015	132 33 132 34		GSA Advantage! GSA Advantage!

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department

"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
7/05/2011	Carrier Corporation	HVAC Equipment, Supplies & Installation Trade Services & Labor for Electrical, Plumbing & HVAC	305-08 375-11	10/1/2008-9/30/2011 6/01/2011-5/31/2014
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013

9/20/2011	Grande Truck Center	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2011-11/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
	Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
9/27/2011	John Deere	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/1/2011-5/31/2014
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
	Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
9/6/2011	Melhart Music Center	Audio Visual Equipment & Supplies	313-09	5/1/2009 – 4/30/2012
6//28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
10/04/2011	**MSC Industrial Supply Co.**	**Building Maintenance, Repair & Operation Supplies & Equipment**	**339-10**	**01/01/2010-05/31/2013**
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
9/20/2011	Radio Communications	Radio Communication Products	364-10	4/1/2011-3/31/2014
9/20/2011	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	379-11	9/1/2011 - 8/31/2014
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2014
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012

	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012
9/20/2011	T&G ID Systems, Inc.	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
	Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10	04/01/2010 - 03/31/2013
5/17/2011	World Wide Imaging Supplies	Office Paper & Toner Products	369-11	05/1/2011 – 04/30/2014

TPSS-Term contracts P.O.s;

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-01/2012
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-11/2011
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-11/2011
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
8/2/2011	BDI Pharma, Inc.	Vaccines and Biologicals	269-A2	02/2012
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2011
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2012
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2	7/2007-9-2011
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2011
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2012
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-L1	11/2008-8/2012 11/2006-8/2012
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-12/2099
2/1/2011	Pollock Paper Distributors	Paper and Plastic Products, Disposable	640-A1	8/2006-11/2011
10/19/10	Precision Delta Corp.	Police Equipment & Accessories	680-A1	1/2010-10/2011
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-11/2012
7/5/2011	Rally			
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2011
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-11/2011 3/2010-2/2012

9/28/2010	TIBH Industries, Inc.	Drug and Alcohol Testing Products	193-A2	7/2007/9/2011
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48” Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
9/6/2011	Texas Laundry Service	Laundry Equipment	500-M1	8/1/2011-7/31/2012
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2012

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 890	1/20/2013 1/20/2013
	A T & T	Telecommunication Contract for Wireless Voice & Data/Cellular Services	597	9/28/2011
9/13/2011	AT&T Corp.	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
6/29/2010 7/05/2011	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc./Lenovo (US, Inc.)	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	673 1364 835	05/15/2012 5/5/2014 12/2012
8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1680	6/7/2015
9/6/2011	CDW Government, LLC	Networking Products & Services, Networking Equipment, Tele-Network Services & Network	1381	6/9/2014
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	838 1369	12/31/2012 5/13/2014
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	1/15/2012
10/4/2011	***Carahsoft Technology Corporation***	**Software**	**621**	**1/8/2012**
6/14/2011	CASO Document Management	Software	1429	7/7/11-7/7/14

5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/11-7/17/13
	Daptiv/CIMA	Software Supplies & Services	841	12/29/2012
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	600 890 1014	11/13/2011 1/20/2013 6/1/2013
9/13/2011	Department of Information Resources	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	12/4/2012
7/27/2010 3/15/2011	Environmental Systems Res. Institution	Software Product and Services	1637	3/3/11-3/3/15
2/8/2011 2/14/2011	MTM Technologies, Inc.	Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment	1469 1585	8/17/2011- 8/17/2014
09/06/2011	Paradigm Systems Solutions, Inc.	Computer Solutions,	1365	06/10/11-06/20/14
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
10/04/2011	***Sequel Data Systems***	**Software**	**621**	**1/8/2012**
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	12/18/2012 1/20/2013
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
7/12/2011	SHI Government Solutions, Inc.	Hardware and Peripherals and Related Services	810	12/18/2012
9/13/2011	Shoretel, Inc. Authorized Dealer Richline Technical Services	Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment	1603	9/27/2014
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
2/8/2011	Sprint Solutions, Inc.	Tele-Wireless Data and Wireless/Cellular	611	11/19/2011
6/29/2010	Verizon Wireless	Wireless Voice & Data Services and Equipment	604	10/2/2011
	Votec	Software	937	2/27/2011-2013

TPSS-TXMAS contracts;

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013

8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060	5/10/2006-10/26/2011
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-1/31/2015
3/22/2011	Copy Graphics Inc	Office Imaging and Document Solutions/Copying Equipment	5-36050-3	12/11/2001-9/30/2011
	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
8/9/2011	Eagle Mountain Flag and Flagpole	Flags, Banners, Pennants, and Related Products	7-780160	8/23/2007-5/31/2012
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
09/06/2011	Ergogenesis, LLC	Office Furniture	11-71080	07/14/2011-05/05/2016
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
6/21/2011	Gateway Printing & Office Supply, Inc.	Office Products/Supplies & Services & New Products/Technology	5-75020-13	7/7/2005-5/31/2012
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
8/2/2011	MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013
05/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	5-03FAC020	12/08/2004-07/13/2014
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-1/27/2012
6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	9-840100	8/10/2009-5/14/2014
	MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
9/21/2010	OCE North America, Inc.	Office, Imaging & Document Solutions Copying Equipment	2-36010	8/1/2002-9/30/2011

12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
8/16/2011	SimplexGrinnell, LP	Fire Alarm & Suppression Services	5-03FAC010	12/6/2004-6/26/2013
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2016
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2015
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
8/9/2011	Teknion dba WorkSpace Solutions, Inc.	Office Furniture	3-7110570-4	9/22/03-3/8/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 10/26/2011
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	11-23V070	07/16/2011-05/31/2012
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-7/31/2015
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-2/28/2014
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	5/31/2004-11/30/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	5/31/2004-11/30/2011

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2012 7/23/2012
8/30/2011	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor and Materials Professional Consulting and Other Related Services	3042811 2052810	4/28/2012 5/28/2012

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-9/30/2011
9/14/2010	DACO	Daco Fire Equipment (Converter)	FS12-09	3/1/2010-11/30/2011
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	RQ09-997736-42D	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2013
	Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A	10/7/2005-9/30/2011
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
	The Home Depot	Maintenance/Hardware Supplies	05091	12/1/2008-11/30/2011
	Zep	Janitorial Supplies	2007-118-3034	12/31/2011
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

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CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705	9/30/2006-9/30/2011
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-9/30/2011
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-9/30/2011
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	7/12/2010-2/28/2015
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
6/28/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-5068	06/01/2011-05/31/2016
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-9/30/2011
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5045	10/13/2010-9/30/2017
05/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	Troxell Communications	Audio Visual Equipment and Services	R4708	9/30/2006-9/30/2011
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0404D	3/31/2016
	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J	
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
6/29/2010	Galls/Aramark		GS-07F-0157M	
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013
	Tactical Gear Now, Inc.		GS-07F-5508R	
10/4/2011	**Ultrabac**	**General Purpose Commercial Information Technology Equipment, Software and Services**	**GS-35F-0243K**	**02/03/2015**

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CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
9/21/2010	Daco Fire Equipment	Fire Apparatus (All types)	FS12-09	3/1/2010-11/30/2011
	EF Johnson Co.	Communications Equipment & Services	RA01-08	

	Motorola	Communication Equipment & Services	RA01-08	12/31/2011
12/21/2010	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	12020-PBI	12/18/2013

***Denotes: New Vendor added for approval**

Contract Renewed

AI-28792 **11. I.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of Application for Payment No. 2 in the amount of $34,663.50 from Asago Construction, contracted vendor for La Suena Subdivision as reviewed and submitted by project engineer Javier Hinojosa Engineering (C-CAP-10-379-05-17).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-123-397-0-731/733

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds in P.O. #660930 as of 9/28/11 are $322,470.08.

Obj Code 731: $175,268.08
Obj Code 733: $147,202.00

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-397-0-731

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds in P.O. #660930 as of 9/28/11 are $555.92.

Attachments

Application for Payment No.2 La Suena Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	09/28/2011 09:08 AM
Purchasing Department	Marty Salazar	09/28/2011 12:29 PM
Budget & Management	Merlen P. Munoz	09/28/2011 01:04 PM
Perla Lopez	Perla Lopez	09/28/2011 04:34 PM
Auditor's Office	Arcilia Duran	09/30/2011 09:09 AM

Form Started By: Marcie Jackson Started On: 09/23/2011 04:01 PM

Final Approval Date: 09/30/2011

APPLICATION FOR PAYMENT NO. 2

To: HIDALGO COUNTY (OWNER)
From: ASAGO LLC, dba ASAGO CONSTRUCTION (CONTRACTOR)
Contract: C-CAP-10-379-05-17
Project: Hidalgo County Precinct No. 3 Colonia Access Program Road III
Road and Drainage Construction for La Suena Subdivision
Owner's Contract No. C-CAP-10-379-05-17 Engineer's Project No. _____
For Work accomplished through the date of August 31, 2011

1. Original Contract Price:		$299,000.00
2. Net change by Change Order and Written Agreements(+or-):		$0.00
3. Current Contract Price (1 plus 2):		$299,000.00
4. Total completed and stored to date:		$89,215.00
5. Retainage (per Agreement):		
10% of completed Work:	$8,921.50	
_____ of stored material	_____	
Total Retainage:		$8,921.50
6. Total completed and stored to date less retainage (4 minus 5)		$80,293.50
7. Less previous Application for Payments:		$45,630.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$34,663.50

Accompanying Documentation:

REQ.# 199328 P.O.# 660930
1-1312-431-00-123-397-0-731→$18,715.00
<-1,871.50>=$16,843.50

REQ.# 199328 P.O.# 660930
1-1312-431-00-123-397-0-733→$19,800.00
<-1,980.00>=$17,820.00

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: August 31, 2011

ASAGO LLC, dba ASAGO CONSTRUCTION
CONTRACTOR
By: _____
Raul Iglesias, Partner

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 31st day of August, 2011

Claudia N. Ybarra
Notary Public
My Commission expires: 3-23-2012

NOTARY PUBLIC STATE OF TEXAS
CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 9/23/11

Javier Hinojosa Engineering
ENGINEER
By: _____
Javier Hinojosa, P.E.

INVOICE RECEIVED BY: _____ ON 9/23/11
GOODS/SERVICES RECEIVED BY: _____ ON 9/23/11

Asago LLC, dba Asago Construction	Contractor Name
07/28/11	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.	2
Application Date:	9/2/2003
Period To:	08/1/2011 - 08/31/2011
Engineer Firm	JAVIER HINOJOSA ENGINEERING

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080397	La Sueña Subdivision	$ 299,000.00	$ -	$ 50,700.00	$ 38,515.00	$ -	$ 89,215.00	$ 209,785.00	$ 8,921.50	$ 80,293.50	$ 45,630.00	$ 34,663.50
		$ 299,000.00	$ -	$ 50,700.00	$ 38,515.00	$ -	$ 89,215.00	$ 209,785.00	$ 8,921.50	$ 80,293.50	$ 45,630.00	$ 34,663.50

LA SUEÑA SUBD — Contractor Name

7/29/2011 — Starting Date

Project Ending Date

ROAD & DRAINAGE - LA SUEÑA SUBD. — Engineer's / County Project Description

Application No.: 2

Application Date: 9/2/2011

Period To: 08/01/2011-08/31/2011

Engineer's / County Project No.: C-CAP-10-379-05-17

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROADWAY																			
		LA SUEÑA SUBDIVISION																			
1	100	Preparig ROW	STA	$ 500.00	28.19	$ 14,095.00	$ -	0.00	$ -	14.00	14.00	$ 7,000.00	14.19	28.19	$ 7,095.00			$ -	$ 14,095.00	0	$ 0.00
2	247	8" FLEX BASE (Compl in Place)	SY	$ 7.50	8770.00	$ 65,775.00	$ -	0.00	$ -	-	0.00	$ -		-	$ -			$ -	$ -	8770	$ 65,775.00
3	251	Reworking BS Mtrl. (DC) (TY D CL2)	SY	$ 3.00	8770.00	$ 26,310.00	$ -	0.00	$ -	-	0.00	$ -	3500	3,500.00	$ 10,500.00			$ -	$ 10,500.00	5270	$ 15,810.00
4	310	ASPH Matrl. (MC-30)	GAL	$ 7.00	1754.00	$ 12,278.00	$ -	0.00	$ -	-	0.00	$ -		-	$ -			$ -	$ -	1754	$ 12,278.00
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 8.00	7517.00	$ 60,136.00	$ -	0.00	$ -	-	0.00	$ -		-	$ -			$ -	$ -	7517	$ 60,136.00
6	502	Barricades, Sign & Traffic Handling	MO	$ 200.00	4.00	$ 800.00	$ -	0.00	$ -	1.00	1.00	$ 200.00	1	2.00	$ 200.00			$ -	$ 400.00	2	$ 400.00
7	530	Turnouts (ASPH-CONC-PAV) (PB-1)	SY	$ 25.00	90.00	$ 2,250.00	$ -	0.00	$ -	-	0.00	$ -		-	$ -			$ -	$ -	90	$ 2,250.00
8	5249	Temporary Sediment Control Fence	LF	$ 0.80	1150.00	$ 920.00	$ -	0.00	$ -	-	0.00	$ -	1150	1,150.00	$ 920.00			$ -	$ 920.00	0	$0.00
9	5249	Temporary Sediment Control Fence (Remove)	LF	$ 0.40	1150.00	$ 460.00	$ -	0.00	$ -	-	0.00	$ -		-	$ -			$ -	$ -	1150	$ 460.00
11		Relocate Mail Boxes	LS	$ 1,000.00	1.00	$ 1,000.00	$ -	0.00	$ -	1.00	1.00	$ 1,000.00		1.00	$ -			$ -	$ 1,000.00	0.0	$0.00
		Total Roadway LA SUEÑA SUBDIVISION			$	184,024.00		$	-		$	8,200.00		$	18,715.00			$ -	$ 26,915.00	$	157,109.00
		DRAINAGE																			
12	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 20.00	997.00	$ 19,940.00	$ -	0.00	$ -	-	0.00	$ -		-	$ -			$ -	$ -	997	$ 19,940.00
13	530	Driveway (Concrete 3000 PSI)	SY	$ 24.00	1364.00	$ 32,736.00	$ -	0.00	$ -	-	0.00	$ -		-	$ -			$ -	$ -	1364	$ 32,736.00
14	556	15" ADS Culvert Pipe	LF	$ 24.00	2200.00	$ 52,800.00	$ -	0.00	$ -	1,500.00	1500.00	$ 36,000.00	700.00	2,200.00	$ 16,800.00			$ -	$ 52,800.00	0	$0.00
15	556	18" RCP Culvert Pipe	LF	$ 25.00	140.00	$ 3,500.00	$ -	0.00	$ -	140.00	140.00	$ 3,500.00		140.00	$ -			$ -	$ 3,500.00	0	$0.00
16	556	Safety End Treatment	EA	$ 1,500.00	4.00	$ 6,000.00	$ -	0.00	$ -	2.00	2.00	$ 3,000.00	2.00	4.00	$ 3,000.00			$ -	$ 6,000.00	0	$0.00
		Total Drainage LA SUEÑA SUBDIVISION			$	114,976.00		$	-		$	42,500.00		$	19,800.00			$ -	$ 62,300.00	$	52,676.00

Grand Total for La Sueña Subd. $ 299,000.00

APPROVED BY:

Javier Hinojosa P.E.
Print Name

Signature

9/23/11
Date

Exhibit E-D

AI-28788 **11. J.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of Application for Payment No. 1 in the amount of $109,116.90 from Asago Construction, contracted vendor for Balli Estates Subdivision as reviewed and submitted by project engineer TEDSI Infrastructure Group (C-CAP-11-127-05-23).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-121-063-0-73X

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O.#663394 for Asago, LLC d/b/a Asago Construction

Obj. 733 "Drainage Ditches"-Amount available as of 9-30-11 $49,938.00
Obj. 731 "Roads"-Amount available as of 9-30-11 $344,555.00

Attachments

Application for Payment No.1 Balli Estates Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	09/28/2011 09:08 AM
Purchasing Department	Marty Salazar	09/28/2011 12:29 PM
Budget & Management	Merlen P. Munoz	09/28/2011 01:03 PM
Ivan Cantu	Ivan Cantu	09/30/2011 08:37 AM
Auditor's Office	Arcilia Duran	09/30/2011 09:09 AM

Form Started By: Marcie Jackson Started On: 09/23/2011 10:02 AM

Final Approval Date: 09/30/2011

APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY (OWNER)
From: ASAGO LLC, dba ASAGO CONSTRUCTION (CONTRACTOR)
Contract: C-CAP-11-127-05-23
Project: Hidalgo County Precinct No. 1 Colonia Access Program Road III
Road and Drainage Construction for Balli Subdivision
Owner's Contract No. C-CAP-11-127-05-23 Engineer's Project No. _____
For Work accomplished through the date of September 2, 2011

1. Original Contract Price:		$394,493.00
2. Net change by Change Order and Written Agreements(+or-):		$0.00
3. Current Contract Price (1 plus 2):		$394,493.00
4. Total completed and stored to date:		$121,241.00
5. Retainage (per Agreement):		
10% of completed Work:	$12,124.10	
_____ of stored material	_____	
Total Retainage:		$12,124.10
6. Total completed and stored to date less retainage (4 minus 5)		$109,116.90
7. Less previous Application for Payments:		$0.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$109,116.90

Accompanying Documentation:

REQ.# 202189 P.O.# 663394
1-1312-431-00-121-063-0-731→$89,877.00
<-8,987.70>=$80,889.30

REQ.# 202189 P.O.# 663394
1-1312-431-00-121-063-0-733→$31,364.00
<-3,136.40>=$28,227.60

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: September 2, 2011

ASAGO LLC, dba ASAGO CONSTRUCTION
CONTRACTOR

By: _____
Raul Iglesias, Partner

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 19th day of September, 2011

Maria Reyes

Notary Public
My Commission expires: 3/13/2013

MARIA E. REYES
Notary Public, State of Texas
My Commission Expires
March 13, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 09/20/2011
INVOICE RECEIVED BY: _____ ON 9/
GOODS/SERVICES RECEIVED BY: _____ ON _____

TEDSI Infrastructure
ENGINEER

By: _____
Jose A. Sanchez, P.E.

Asago, LLC dba Asago Construction	Contractor Name
08/25/2011	Starting Date
12/19/2011	Project Ending Date
10%	Retainage Percent

Application No:	**1**
Application Date:	**09/20/2011**
Period To:	**09/02/2011**
Engineer Firm:	**TEDSI Infrastructure Group Inc**

Summary

CSJ#	Project Name	Original Schedule	Revised Schedule Value	Payment Application	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080063	Balli Estates	$394,493.00		$121,241.00	$121,241.00	$273,252.00	$12,124.10	$109,116.90	$0.00	$109,116.90

Estimate Quantity Update Worksheet

Date: September 20, 2011

Colonia: Balli Estates Subdivision
Roadway: Thelma, Minnie, Sandra, W Balli, E Bally, N Balli, Cynthia
Control: 3C1080063
Project No: C-CAP-11-127-05-23 d
County: Hidalgo
Est. No: 1
Work Type: Paving & Drainage
Limits: 6080'
From: Lott Rd
To: North Balli

Contractor: Asago, LLC dba Asago Construction
Original Contract Price: $394,493.00
Change Orders:
Total Contract Price: $394,493.00
Work Done this Mo.: $121,241.00
% Complete: 30.7%
Date Began: August 25, 2011
Contract Time (calendar days): 120
Time Charged: 9
% Time Used: 7.5%

Item	Description	Unit	Qty	Unit Price	Project Amount	08-25-2011 THRU 09-02-2011		
						Monthly Qty	Qty to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE							
	(902) PRELIMINARY ENGINEERING							
	(903) CONSTRUCTION ENGINEERING							
	(904) RIGHT-OF-WAY							
	(905) ROADWAY							
0104	REMOVING CONC (DRIVEWAYS)	SY	111	$13.00	$1,443.00	111	111	$1,443.00
0104	REMOVING CONC (CURB)	LF	192	$10.00	$1,920.00	192	192	$1,920.00
0104	REMOVE CONC PAVEMENT AND CURB	SY	4601	$8.00	$36,808.00	4601	4601	$36,808.00
0104	REMOVE CONC GUTTER AND APRON	LF	282	$13.00	$3,666.00	246	246	$3,198.00
0110	EXCAVATION (ROADWAY)	CY	283	$20.00	$5,660.00	283	283	$5,660.00
0132	ENBANKMENT (FINAL)(ORD COMP)(TY C)	CY	38	$30.00	$1,140.00	38	38	$1,140.00
0247	FL BS (CMP IN PLC)(TY E GR 4)(FINAL POS)	SY	4726	$8.00	$37,808.00	4726	4726	$37,808.00
0251	REWORK BS MTL (TY D)(8")(DENS CONT)	SY	15441	$2.00	$30,882.00		0	$0.00
0310	PRIME COAT (MC-30)	GAL	4010	$7.00	$28,070.00		0	$0.00
0340	D-GR HMA(METH) TY-D SAC-B PG64-22	SY	20041	$7.00	$140,287.00		0	$0.00
0500	MOBILIZATION	LS	1	$900.00	$900.00	1	1	$900.00
0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$1,000.00	$4,000.00	1	1	$1,000.00
0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	191	$9.00	$1,719.00		0	$0.00
0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	1200	$1.00	$1,200.00		0	$0.00
0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	1760	$1.00	$1,760.00		0	$0.00
2500	EN-1 TRT (NEW BASE)(8")	SY	4726	$1.00	$4,726.00		0	$0.00
2500	EN-1 TRT (EXIST MATL)(8")	SY	15441	$1.00	$15,441.00		0	$0.00
2500	EN-1 ROADBOND (0.0075 GAL/SY)	GAL	155	$175.00	$27,125.00		0	$0.00
			SUBTOTAL		$344,555.00		SUBTOTAL	$89,877.00
	(906) DRAINAGE							
0529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	2379	$12.00	$28,548.00	1652	1652	$19,824.00
0529	CONC CURB (TY A)(BARRIER)	LF	192	$10.00	$1,920.00	144	144	$1,440.00
0529	CONC (TY A) VALLEY GUTTER AND APRON	LF	282	$40.00	$11,280.00	184	184	$7,360.00
0530	DRIVEWAYS (CONC)	SY	111	$30.00	$3,330.00	58	58	$1,740.00
0764	CLEANING STORM SEWER (PIPE)(19"-24" DIA)	LF	386	$10.00	$3,860.00		0	$0.00
5049	BIODRD EROSION CONTROL LOGS (8"DIA)	LF	40	$25.00	$1,000.00	40	40	$1,000.00
			SUBTOTAL		49,938.00		SUBTOTAL	$31,364.00
			TOTAL		394,493.00			

Total to Date
Roadway (905) $89,877.00
Drainage (906) $31,364.00
Total $121,241.00

Monthly Totals:	$121,241.00
Adminstrative (901)	
Preliminary Engineering (902)	
Construction Engineering (903)	
Right of Way (904)	
Roadway (905)	$89,877.00
Drainage (906)	$31,364.00

Checked By:
Signature: _____
Printed Name: Jose A. Sanchez
TEDSI Infrastructure Group

Date: September 20, 2011

AI-28643 **11. K.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the County's option to renew the first (1st year) of the two (2) - one (1) year terms as provided in the current contract for: "Security Services For County Owned Structures-Buildings-Parks-Equipment-Facilities-Hidalgo County, under the same rates, terms and conditions with: CYMEZ INTERNATIONAL SECURITY SERVICES to be effective October 19, 2011 thru October 18, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-121-001-0-350

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available balance of $30,199.51 as of 09/29/11. (Funding will be provided on an "as needed basis")

Attachments

Contract Documentation and Signed Letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/22/2011 09:25 AM
Budget & Management	Merlen P. Munoz	09/22/2011 09:28 AM
Sylvia Solis	Sylvia Solis	09/29/2011 02:00 PM
Auditor's Office	Arcilia Duran	09/30/2011 09:02 AM

Form Started By: Vangie Garcia Started On: 09/16/2011 03:32 PM

Final Approval Date: 09/30/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 16, 2011

Cymez International Security
Attn: Oscar Del Toro, Jr.
1124 North International Blvd., Suite 904
Hidalgo, Texas 78557

Via Certified Mail: 7099-3220-0002-9745-4858
Email: nationalcop2003@yahoo.com

Re: C-10-337-10-19-Security Services For County Owned Structures-Buildings-Parks-Equipment-Facilities-Hidalgo County"

Dear Mr. Del Toro:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, September 27, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m., Tuesday, September 20, 2011 and or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 9-18-11

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Our records show that your insurance is expired and needs to be updated, please forward in order to be in compliance.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-337-10-19

THIS CONTRACT is made and entered into this **19th** Day of **October, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Cymez International Security, LLC** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Security Services For County Owned Structures-Buildings-Parks-Equipment-Facilities"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not

extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **October 19, 2010** and ending on **October 18, 2011.** Hidalgo County at its sole discretion elect the option to extend the contract for **two (2)-one (1)** year **terms** at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall

have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party

without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Cymez International Security** **Attn: Oscar Del Toro, Jr.** **1124 N. International Blvd., Ste. 904** **Hidalgo, Texas 78557**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written

notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. Non-Exclusive Services. Hidalgo County reserves the right to request these services from other sources and shall not be in violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: _____
By:_____
Printed Name:_____
Title:_____

APPROVED BY COMMISSIONES COURT: **October 19, 2010**

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 27, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY (All Funding Sources)**
Request for Bids -**"SECURITY SERVICES FOR COUNTY- OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT -FACILITIES"**
Bid No: 2010-337-10-13-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo
REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY (All Funding Sources)
"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
RFB NO: 2010-337-10-13-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 7 pages.
4. Exhibit B Bid Page, consisting of 2 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
8. Certification Regarding Debarment, consisting of 2 pages
9. Draft Service Agreement consisting of 8 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.
Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent — 09/27/2010 Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-337-10-13	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(ALL FUNDING SOURCES)

"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BLDS-PARKS-EQUIPMENT-FACILITIES"

BID OPENING DATE:
OCTOBER 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539
956 318-2626

1. Sealed bids will be received for **"HIDALGO COUNTY (ALL FUNDING SOURCES) - SECURITY SERVICES FOR COUNTY- OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-337-10-13-SGS-HIDALGO COUNTY (ALL FUNDING SOURCES) – SECURITY SERVICES FOR COUNTY –OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, OCTOBER 13, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2010-337-10-13-SGS- HIDALGO COUNTY (ALL FUNDING SOURCES) - SECURITY SERVICES FOR COUNTY –OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY (ALL FUNDING SOURCES) – SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Bus. Hwy. 281
Edinburg, TX. 78539
Attn: Elizabeth Cano
956-318-2511

17. Schedule of Events:

Bid Opening, 9:30 AM	**October 13, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
For
HIDALGO COUNTY (ALL FUNDING SOURCES)
"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
BID NO.: 2010-337-10-13-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BIDS

"SECURITY SERVICES FOR COUNTY OWNED STRUCTURES, BUILDINGS, PARKS, EQUIPMENT OR FACILITIES"

RFB NO: 2010-337-10-13-SGS

COUNTY OF HIDALGO
REQUEST FOR BID
"SECURITY SERVICES FOR COUNTY OWNED STRUCTURES, BUILDINGS, PARKS, EQUIPMENT OR FACILITIES"

RFB NO: 2010-337-10-13-SGS

OVERVIEW:

The County of Hidalgo is seeking qualified participants(s) to furnish **Security Services** for RFB- HIDALGO COUNTY. Services will be required Monday-Sunday, hours will be determined by location and on an as needed basis.

There will be a **"Pre-Bid Meeting"** scheduled for Thursday, **September 30, 2010 @10:30 A.M.**, at Hidalgo County Purchasing Department, located at 2812 So. Business 281, New Administration Bldg, Edinburg, Texas. Sealed bids will be accepted until **9:30 A.M., Wednesday, October 13, 2010. ANY RFB'S RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFB NO.
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFB Number, Name and Acceptance Date.

The following outlines the Request For Bid:

SECTION I - GENERAL TERMS AND CONDITIONS

BIDDER'S AFFIDAVIT:
Respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Bidder's Affidavit; (2) that the Respondent does not have Conflict of Interest as

described in the Bidder's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where

religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Bid (RFB) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

BIDS DELIVERY:
Hidalgo County requires submitters, when hand delivering bids, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFB off.

SIGNING OF BIDS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II - REQUIREMENTS

REQUEST FOR BIDS:
The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB. A total of **one (1) original and three (3) copies** of the RFB shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFB are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
To render Security Services for Hidalgo County owned property, including but not limited to structures, buildings, parks and other facilities within Hidalgo County on "an as needed basis".

SCOPE OF SERVICES:
a) Contractor will be required to provide security services at the direction of Hidalgo County for this project. Services will be as scheduled by Hidalgo County Mondays – Sunday on an as needed basis.

b) It shall be the responsibility of the contractor to meet all applicable federal and/or state laws and safety requirements.

c) Security Services to include patrolling by marked security vehicle of such if requested.

d) Contractor will be ready to commit and activate any or additional security services in an event of an **"Emergency Disaster"** which "Emergency" may include power outages, riots, civil disobedience, etc., and **"Disasters"** will be acts of God such as hurricanes, floods, tornados, etc.

e) It shall be the responsibility of the contractor to comply with attached EXHIBIT "C", INSURANCE REQUIREMENTS.

f) Contractor will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of Contractor in performing the services described in this Request for Bids.

g) Hidalgo County reserves the right to reject any bid which does not provide satisfactory evidence of state licensing of Contractor and evidence of Contractor's status as a bonded provider of security services.

h) The point of contact for designation of assignment of County owned Structures, Buildings, Parks, Equipment or Facilities and or any additional matter will be Valde Guerra, HC Executive Officer.

ADDITIONAL INFORMATION:
THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

REQUIRED CERTIFICATES AND SUBMITTAL
Must be agency licensed and bonded by the proper authority in the State of Texas that regulates this type of work and shall be in good standing with the Private Security Bureau of the Texas Department of Public Safety.

SECURITY OFFICERS
Must have current licenses and permits for all security guard personnel as mandated by local, state and federal requirement.

DURATION OF CONTRACT
1. The initial term of the contract shall be for one (1) year period, with the County's option to renew for additional two (2) year-one year terms.

2. With the County's option to extend an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

NUMBER OF COPIES TO BE SUBMITTED
Hidalgo County requires **one (1) original submittal and three (3) copies.**

PART III - SELECTION AND SCHEDULES AND BID RATE

SCHEDULE:
Hidalgo County will direct, assist and provide a list of structures, buildings, parks, equipment or facilities. Schedule may change/vary upon Hidalgo County's request and/or on "As Needed Basis". Hidalgo County may at any time add or delete additional structures, buildings, parks and other facilities throughout the contract term.

SELECTION PROCEDURES
The RFB shall be submitted accordingly. The County of Hidalgo is not required to select the bid with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

BID RATE
Hourly rate for state certified (armed) security officer, hourly rate for state certified (non-armed) security officer and daily rate for patrol unit.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

BIDS SUBMITTED TO: An original and three (3) copies of RFBs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281(New Administration Building)
Edinburg, Texas 78539

RFBs must be submitted by **no later than 9:30 a.m. on Wednesday, October 13, 2010**.

METHOD OF AWARD:

Hidalgo County will consider many factors, of which **price** is only one factor. Factors listed are of importance in determining award of bid. Vendors must submit the following:

1. Certifications, permits as mandated by the State Of Texas;
2. Insurance Certifications;
3. Ability to meet all requirements of the bid;
4. Competence, knowledge and experience of the security officers that will be providing the services.

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES)
"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
BID NO.: 2010-337-10-13-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.
INCOMPLETE submittals shall be considered a probable cause for disqualification. Will be on an "As Needed Basis"

Hourly Rate for State Certified Armed Security Guard: $_____

Hourly Rate for State Certified Non-Armed Security Guard: $_____

Daily Rate for Patrol Unit: $_____

Hourly Rate for Emergency Disasters (i.e. riots, power outages, etc.) and/or Disasters (i.e. hurricanes, floods, tornados etc.)- **Armed** $ _____
Non-Armed $ _____

INSURANCE CERTIFICATES INCLUDED: **YES** _____ **NO** _____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 05/20/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business:_____Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its Instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES)
"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
BID NO.: 2010-337-10-13-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.
INCOMPLETE submittals shall be considered a probable cause for disqualification. Will be on an "As Needed Basis"

Hourly Rate for State Certified Armed Security Guard: $ 10.25

Hourly Rate for State Certified Non-Armed Security Guard: $ 10.25

Daily Rate for Patrol Unit: $ 12.00

Hourly Rate for Emergency Disasters (i.e. riots, power outages, etc.) and/or Disasters (i.e. hurricanes, floods, tornados etc.)- **Armed** $ 12.00
Non-Armed $ 12.00

INSURANCE CERTIFICATES INCLUDED: **YES** ✓ **NO** _____

BIDDER/COMPANY NAME: CyMez International Security L.L.C.
ADDRESS: 1124 N. Int'l Blvd. ste 904
CITY/STATE/ZIP CODE: Hidalgo TX 78557
PHONE & FAX NUMBER: 956-843-8238 office / 956-661-1451 FAX
E-MAIL ADDRESS: nationalcop2003@yahoo.com
CELLULAR NUMBER: 956-212-6415
AUTHORIZED SIGNATURE: [signature]
PRINTED NAME: Oscar DelToro JR
TITLE: Operation Manager
DATE: 9-29-10

OPENED
9:44am
10-13-2010
Witnessed

(Must be submitted with Bid Packet)

PURCHASING DEPARTMENT
County Of Hidalgo

September 27, 2010

RE: ADDENDUM NO.1
RFB No: 2010-337-10-13-SGS
HIDALGO COUNTY(ALL FUNDING SOURCES)-"SECURITY SERVICES FOR COUNTY – OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY (ALL FUNDING SOURCES)"** Request for Sealed Bids for the **"SECURITY SERVICES FOR COUNTY – OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES".**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original procurement packet LEGAL NOTICE page 3 paragraph 9.

ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice to by no later than Sept. 29, 2010 at 5:00 p.m. via e-mail to sandy.suarez@co.hidalgo.tx.us or via fax to (956)318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626 ext. 4860.

Please be advised that this **ADDENDUM NO. 1** will complete your procurement packet for **"HIDALGO COUNTY (ALL FUNDING SOURCES)-"SECURITY SERVICES FOR COUNTY – OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm's Name

MLS/sgs
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1
SEPTEMBER 27, 2010

HIDALGO COUNTY
(ALL FUNDING SOURCES)
"SECURITY SERVICES FOR COUNTY –OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
RFB NO.:2010-337-10-13-SGS

Bid Opening Date:
OCTOBER 13, 2010

PLEASE NOTE THE FOLLOWING ADDITIONS & REPLACEMENT:

1) CHECKLIST-ADDITION- NO. 7: **EXHIBIT "E", BIDDER'S AFFIDAVIT**

2) REPLACE ORIGINAL EXHIBIT "A" REQUIRMENTS, with **EXHIBIT "A" REQUIREMENTS/MODIFIED**

3) EXHIBIT "E" page 2 of 2, **BIDDER'S AFFIDAVIT-(addition)**

I, _____, acknowledge receipt of ADDENDUM No. 1 dated, September 27, 2010 for RFB NO.: 2010-337-10-13-SGS- **"Hidalgo County (All Funding Sources) – SECURITY SERVICES FOR COUNTY –OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"**

_____ _____
Print VENDOR's Name Date

NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE.

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY (All Funding Sources)
"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
RFB NO: 2010-337-10-13-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Requirements, consisting of 7 pages.
4. Exhibit B Bid Page, consisting of 2 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Exhibit E Bidder's Affidavit, consisting of 2 pages.
8. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages.
9. Certification Regarding Debarment, consisting of 2 pages.
10. Draft Service Agreement consisting of 8 pages.

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

09/27/2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

EXHIBIT "A"
REQUIREMENTS/MODIFIED

HIDALGO COUNTY
REQUEST FOR BIDS

"SECURITY SERVICES FOR COUNTY OWNED STRUCTURES, BUILDINGS, PARKS, EQUIPMENT OR FACILITIES"

RFB NO: 2010-337-10-13-SGS

ADDENDUM #1
EXHIBIT "A" MODIFIED

"SECURITY SERVICES FOR COUNTY OWNED STRUCTURES, BUILDINGS, PARKS, EQUIPMENT OR FACILITIES"

RFB NO: 2010-337-10-13-SGS

OVERVIEW:

The County of Hidalgo is seeking qualified participants(s) to render **Security Services** for Hidalgo County owned property, including but not limited to structures, buildings, parks and other facilities within Hidalgo County on "an as needed basis". Services will be required Monday-Sunday, hours will be determined by Assignee and/or location.

SCOPE OF SERVICES:

a) Bidders will be required to provide security services under the direction of Hidalgo County Executive Officer Mr. Valde Guerra.

b) It shall be the responsibility of the bidder to meet all applicable federal and/or state laws and safety requirements.

c) Security Services to include patrolling by marked security vehicle of such if requested.

d) Bidder will be ready to commit and activate any or additional security services in an event of an **"Emergency Disaster"** (i.e. may include power outages, riots, civil disobedience, etc., and **"Disasters"** will be acts of God such as hurricanes, floods, tornados, etc.)

e) Bidder will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of bidder in performing the services described in this Request for Bids.

f) The point of contact for designation of assignment of County owned Structures, Buildings, Parks, Equipment or Facilities and or any additional matter will be Mr. Valde Guerra, HC Executive Officer.

g) Hidalgo County will direct, assist and provide a list of structures, buildings, parks, equipment or facilities. Schedule may change/vary upon Hidalgo County's request and/or on "As Needed Basis".

REQUIREMENTS

Required Certificates and Submittal

Must be agency licensed and bonded by the proper authority in the State of Texas that regulates this type of work and shall be in good standing with the Private Security Bureau of the Texas Department of Public Safety.

Bid Rate Hourly rate for state certified (armed) security officer, hourly rate for state certified (non-armed) security officer and daily rate for patrol unit.

Method of Award:
Hidalgo County will consider many factors, of which **price** is only one factor. Factors listed are of importance in determining award of bid. The required contents for the RFB are presented below in the order they should be incorporated into the submitted document.

Vendors must submit the following:

1. Certifications, permits as mandated by the State Of Texas;
2. Insurance Certifications;
3. Ability to meet all requirements of the bid;
4. Competence, knowledge and experience of the security officers that will be providing the services.

Security Officers
Must have current licenses and permits for all security guard personnel as mandated by local, state and federal requirement.

Bidder's Affidavit:
Respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in Exhibit "E") certifying that the submission is (1) not the result of Collusion as described in the Bidder's Affidavit; (2) that the Respondent does not have Conflict of Interest as described in the Bidder's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder's Affidavit.

Non-Discrimination:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

Processing Time for Payment:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

Electronic Transmission of Bids:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

Proof of Financial and Business Capability:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

Submitter Default:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

Restrictive or Ambiguous Requirements:
It is the responsibility of the submitter to review the Request for Bid (RFB) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or

proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

Bids Delivery:
Hidalgo County requires submitters, when hand delivering bids, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFB off.

Waiving of Informalities:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

Signing Of Bids:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

Selection Procedures
The RFB shall be submitted accordingly. The County of Hidalgo is not required to select the bid with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB. A total of **one (1) original and three (3) copies** of the RFB shall be submitted to the address on the cover letter.

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281(New Administration Building)
Edinburg, Texas 78539

RFBs must be submitted by **no later than 9:30 a.m. on Wednesday, October 13, 2010**.

General Terms and Conditions

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

3. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

4. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

5. Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors.

6. Hidalgo County reserves the right to add or delete additional structures, buildings, parks and other facilities throughout during the term of the contract under the same rates and conditions.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9. Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

10. Vendor(s) will provide Bidder's Affidavit "E" of Non-Collusion, Non-Conflict of Interest and Anti-Lobbying.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

12. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

There will be a **"Pre-Bid Meeting"** scheduled for Thursday, **September 30, 2010 @10:30 A.M.**, at Hidalgo County Purchasing Department, located at 2812 So. Business 281, New Administration Bldg, Edinburg, Texas. Sealed bids will be accepted until **9:30 A.M., Wednesday, October 13, 2010. ANY RFB'S RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg, Texas 78539. ***Telephone calls will not be accepted!***

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, October 06, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 08, 2010 by 5:00 P.M.

BIDDER'S AFFIDAVIT
EXHIBIT "E"

BIDDER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Bidder nor any of the Bidder's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other bidder, or potential bidder, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached bid and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Bid and subsequent agreement, except at a meeting open to all interested bidder, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioners between bid submission date and award by the Hidalgo County Commissioners' Court.

(4) Affiant further states no officer, or stockholder of the bidder is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My commission expires:_____, 2010

APPROVED

AI-23510 **45.U.1.**

Award/Security Services for County-Owned Structures-Bldgs-Parks-Equipment-Facilities

CC REGULAR

Date: 10/19/2010
Submitted By: Sandy Suarez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Budget & Management

Information

CAPTION

Recommending award of bid and approval of contract to lbidder meeting all specifications/requirements attached hereto for Hidalgo County-"Security Services for County-Owned Structures-Bldgs-Parks-Equipment-Facilities" RFB NO: 2010-337-10-13-SGS.

BACKGROUND

1. New contract to commence upon approval of Commissioner's Court.
2. Recommended vendor is CYMEZ INTERNATIONAL SECURITY

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Budget Office to input account number for this project/service.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: PARTICIPATION AND TABULATION LOG

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Sandy Suarez	10/14/2010 04:52 PM	CREATED
1	Purchasing Department	Marty Salazar	10/15/2010 11:43 AM	APRV
2	Budget & Management	Sylvia Solis	10/15/2010 01:50 PM	APRV
3	Olga Garza			NEW
4	Auditor's Office			

Form Started By: Sandy Suarez Started On: 10/14/2010 04:52 PM

OP ID: CT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/23/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Central Insurance Agency, Inc. 24 Bellemeade Avenue Suite 2 Smithtown, NY 11787 George Gavaris 877-242-9600 877-243-8995	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CYMEZ-1
INSURED Cymez International Security, LLC 1124 N International Blvd Hidalgo, TX 78557	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Arch Insurance Company — 10348 INSURER B : Texas Mutual Insurance INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Assault & Battery X Errors & Omission GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		BSPKG0193102	08/05/11	08/05/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Q003029542	09/24/11	09/24/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is included as an additional insured under the general liability with respect to the liability created by the negligent acts, errors and omissions of the named insured herein as required by written contract.

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
2802 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Gavaris

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Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.

Texas Department of Public Safety
Private Security Bureau
P.O. Box 4087, Austin, Texas 78773-0001
www.txdps.state.tx.us

CERTIFICATE OF LIABILITY INSURANCE

This form must be used for companies licensed by the Private Security Bureau.
The insurance policy must contain minimum limits of $100,000.00 per occurrence for bodily injury and property damage and $50,000.00 per occurrence for personal injury with a minimum total aggregate amount of $200,000.00 for all occurrences.
This certificate is issued as a matter of information only and confers no rights upon the certificate holder.
The below does not amend, extend or alter the coverage afforded by the policies listed.

Name of Insured: Cymez International Security, LLC **License Number:** C11559
(Must appear exactly as in the records of the Bureau)

Address of Insured: 1124 N. International Blvd, #904, Hildalgo, TX 78557
(Must appear exactly as in the records of the Bureau)

Limits of (Commercial General) Liability:

Bodily Injury/Property Damage:	1,000,000.00
Personal Injury:	1,000,000.00
Aggregate:	3,000,000.00

Policy Number: BSPKG0193102 **Effective Date:** 08/05/11 **Expiration Date:** 08/05/12

**********You MUST complete the following**********

Armed Guard Coverage? X **Yes** ____ **No** **Liquor Exclusion?** X **Yes** ____ **No**

Guard Dog Coverage? ____ **Yes** X **No** **Gov. Housing Exclusion?** X **Yes** ____ **No**

Bond Forfeiture Apprehension Coverage? ____ **Yes** X **No**

All coverages excluded by endorsement and related to the provision of security services. (For this purpose, other forms may be attached and incorporated by reference):

Note: Provisions of Title 10, Chapter 1702 Occupations Code, as amended provide that insurance certificates executed and filed with the Bureau shall remain in force and effect until the insurer has terminated future liability by a 10 day notice to the Bureau.

Authorized Representative

Name of Insurance Company: Arch Insurance Company

Insurance Agent's Name: George Gavaris

Address: 24 Bellemeade Avenue, Suite 2,

City: Smithtown **State:** New York **Zip:** 11787

Texas Insurance License #: 1458738 **Phone Number:** (877) 242-9600

Insurance Agent's Signature: [signature] **Date:** 08/10/11

PSB-05
Revised 06/06 Page 1 of 1

AI-28780 **11. L.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for an additional year renewal with "North America Western Data Systems d/b/a Western Data Systems" for the RTK Agreement Membership in connection with the utilization of their existing "Trimble Rover Kit" equipment/system including the confirmation by Western Data Systems that after the third year of memberships, renewal fees will be based on an equal cost shared amount amongst all members of the RTK network and will be at a cost per membership of $100.00 per year.

BACKGROUND

Original purchase of the Trimble Kit and RTK Agreement previously approved on 10/21/08.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-10-210-001-0-336

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
(Requisition #00195110)

Attachments

Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/28/2011 12:28 PM
Budget & Management	Merlen P. Munoz	09/28/2011 01:01 PM
Olga Garza	Olga Garza	09/28/2011 04:30 PM
Auditor's Office	Arcilia Duran	09/30/2011 10:19 AM
Purchasing Department	Marty Salazar	09/30/2011 12:33 PM

Form Started By: Vangie Garcia Started On: 09/22/2011 03:06 PM

Final Approval Date: 09/30/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 22, 2011

Western Data Systems, Inc.
Attn: Ed Meche, President
14722 Regnal Street
Houston, Texas 77039

Via: Certified Mail #7099-3220-0002-9745-4872
Email: edm@westerndatasystems.com

Re: Renewal Of Agreement-C-08-435-10-21(Original Contract)
RTK Membership Agreement-"Hidalgo County Planning Department"

Dear Mr. Meche:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, October 4, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **10:00 a.m., Tuesday, September 27, 2011 and or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Ed Meche _____ Date: 9-23-11 _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

RTK MEMBERSHIP AGREEMENT

This Membership Agreement (the **"Agreement"**), dated as of the 21 day of OCTOBER, 2008, is by and between Western Data Systems Inc., a Texas Corporation (**"WDS"**), and HIDALGO COUNTY PLANNING DEPARTMENT (**"Member"**). WDS and Member are sometimes referred to herein singularly as the **"Party"** and collectively as the **"Parties"**. This Agreement will serve as a master agreement covering all Memberships the Member may control.

ARTICLE 1. BACKGROUND AND OBJECTIVES

Western Data Systems has coordinated the establishment of an RTK Network (the **"Network"**) within the State of Texas to be owned by the participating member survey companies. The Network will have its origins within the major metropolitan areas of Texas, and is anticipated to expand outward until all areas are seamlessly combined into one RTK Network covering all areas of Texas that have data cellular telephone coverage. Using Trimble Reference Stations, Trimble GPSNet and Trimble RTKNet software, a member with a Trimble Rover (hereinafter defined) working within the Network will be able to obtain RTK accuracies using only Trimble Dual Frequency GPS Receivers.

ARTICLE 2. MEMBERSHIP OBLIGATIONS

2.1. A **"Membership"** is defined as one (1) Rover activated to work within the Network. Member may have one or more Memberships under its control. Except as exempted below, Member agrees to pay a one-time fee of Two Thousand and No/100 Dollars ($2,000.00) for the first year of each Membership (**"Initial Membership Fee"**). For each Membership, WDS will issue a username and password that will allow the Rover for that Membership to access the Network.

2.2. After the initial one-year term, each Membership will automatically renew at a fee of Five Hundred and No/100 Dollars ($500.00) per year (**"Renewal Fee"**) unless Member notifies WDS in writing of its desire to terminate a Membership at least thirty (30) days prior to the end of the annual Membership term, which shall be determined by reference to the date that Membership was activated.

The Initial Membership Fee and the Renewal Fee are referred to herein collectively as the **"Membership Fees"**.

2.3. Members that agree to install a qualified Reference Station (see Attachment A) which will be owned by Member may activate up to five (5) Rovers for each of Member's Reference Stations and shall be exempt from payment of the Initial Membership Fee and the first two Renewal Fees for each of the five (5) Memberships. Member may do with these Memberships as it sees fit, including selling them or sharing them with another company or organization. Reference Stations must meet the specifications set forth by WDS (see Attachment A) to be qualified for access to the Network.

2.4. In addition to Membership Fees, Member agrees to pay the Member's proportionate share of costs for implementation, testing, operation, and maintenance of the Network that are incurred by WDS and that exceed the amount of money generated by Network Membership fees.

2.5. Member agrees to allow WDS rental equipment access to the Network at no charge.

2.6. Member agrees not to re-broadcast the RTK signal.

ARTICLE 3. WDS OBLIGATIONS

3.1. WDS will be responsible for implementation of the Network. Once the system is operational, WDS agrees to operate and maintain the Network for an initial term of five (5) years (the **"Initial Term"**). Upon expiration of the Initial Term, WDS shall continue to operate and maintain the Network unless a majority of Members votes not to renew. All direct equipment, operating and maintenance costs will be passed on to the Members AT COST.

3.2. If at any time Members vote to change the structure or procedures of the Network, and WDS feels that the change will have a detrimental effect on the Network, WDS has the right, with sixty (60) days' advance written notice to the Members, to terminate its operation and maintenance of the Network and to turn such responsibilities over to the Members.

3.3. WDS agrees to establish Reference Stations in each major city, which meet the specifications, at no cost to the Network or its Members.

3.4. WDS agrees to provide to Member the following information on a quarterly basis:

A. Names of all Member companies;
B. Number of Memberships issued for both Reference Station owners and Non-Reference Station owners;
C. Amount and source of all money paid into the Network account from Membership Fees;
D. Detailed quarterly report on expenses incurred by WDS; and
E. Estimate of any major changes that might affect costs over the next reporting period.

3.5. WDS reserves the sole right and discretion to refuse access to any Member of the Network that it determines is in breach of this Agreement.

ARTICLE 4. LIABILITY

4.1. Neither WDS any other Members shall be liable for RTK data used outside of the limits of the Network as such use may result in degraded accuracies.

4.2. Although WDS will use commercially reasonable efforts to maintain continuous RTK service, Member acknowledges that interruptions in service may occur and that data availability is not guaranteed. As a result, neither WDS nor any other Members shall be liable for the unavailability or inaccuracy of RTK data.

4.3. Member acknowledges that the Global Positioning System (**"GPS"**) is operated by the U.S. Government Department of Defense, which is solely responsible for the accuracy, daily operations and maintenance of the satellites used in that system. As a result, neither WDS nor other Members shall be liable for the unavailability or inaccuracy of GPS data.

4.4. Member acknowledges that data obtained through the RTK Network is used at its own risk.

ARTICLE 5. GENERAL

5.1. This Agreement shall not be construed as constituting either Party as partner of the other or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other or as providing either party with the right, power or authority (express or implied) to create any duty or obligation of the other Party. Each Party shall be responsible for the management, direction and control of its employees and such employees shall not be employees of the other Party.

5.2. **Force Majeure**. Neither Party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, or any other similar cause beyond the reasonable control of such Party. In such event, the nonperforming Party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use all commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone (to be confirmed in writing within five days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

5.3. **Waiver**. No action taken pursuant to this Agreement by either Party shall be deemed to constitute a waiver by such Party of compliance with any covenant or agreement contained herein unless the waiver is made expressly in writing signed by the waiving Party, and such waiver of any breach of any provision of this Agreement shall not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

5.4. **Severability**. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law(s).

5.5. **Governing Law**. This Agreement shall be governed by the laws of the State of Texas as such laws are applied to contracts which are entered into and performed entirely within the State of Texas including the conflicts of law principles thereof. The sole and exclusive venue for any litigation or informal dispute resolution shall be Harris or Montgomery County, Texas.

5.6. **Binding Nature and Assignment**. This Agreement will be binding on the Parties and their respective successors and permitted assigns.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT. THIS STATEMENT OF THE AGREEMENT SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER DESCRIBED IN THIS AGREEMENT.

EXECUTED as of the date first written above.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

COUNTERPART SIGNATURE PAGE
TO
RTK MEMBERSHIP AGREEMENT

WDS:

WESTERN DATA SYSTEMS, INC., a Texas Corporation

Date: 10/29/08

By: Ed Meche
Ed Meche, Chief Operations Officer

MEMBER:

HIDALGO COUNTY PLANNING DEPARTMENT

Date: 10-23-08

By:
Name: RAUL E. SESIN
Title: PLANNING ADMINISTRATOR

Notice Address:

Company Name HIDALGO COUNTY PLANNING DEPARTMENT

Contact Name RAUL E. SESIN P.E. PLANNING ADMINISTRATOR

Address 1304 S. 25TH STREET

EDINBURG TEXAS 78539

Telephone 956-318-2840

Fax 956-318-2844

E-Mail raul.sesin@co.hidalgo.tx.us

AGREEMENT: Western Data Systems, Inc.

(Agreement For Membership For Trimble R6 Rover Kit)

A-08-435-10-21

HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

Date: 10-28-08

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

Date: 10-28-08

APPROVED BY COMMISSIONERS COURT: **10/2108**

Evangelina Garcia

From: Ed Meche [edm@westerndatasystems.com]
Sent: Thursday, September 22, 2011 3:33 PM
To: 'Evangelina Garcia'
Subject: RE: Renewal of Agreement-Original Agreement #C-08-435-10-21-Western Data Systems

Evangelina,

Based on the contract this will be your third year and the renewal fee will in fact be $100 for each membership. We will be billing all memberships on December 1,2011.
Do you have any specific requirements regarding the requested insurance certificate?

Thanks
Ed

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, September 22, 2011 3:08 PM
To: 'Ed Meche'
Subject: Renewal of Agreement-Original Agreement #C-08-435-10-21-Western Data Systems
Importance: High

Hello Mr. Meche,
Please review the above attachment which contains a notice of the extension of another year with Western Data Systems for the RTK Membership Agreement. Attached also is the agreement for your review along with a letter that was emailed to me by Manuel Carrizales, Survey Sales Manager for Western Data Systems located in Pharr, Texas. The letter refers to section 2.2 of the agreement that the renewal fees will be based on an equal cost shared amount amongst all members of the RTK network that have completed their third year of membership participation. The referenced fee is $100.00 or less which is other than what the 2.2 section of the agreement stipulates. I need confirmation on this so as to allow this information to become part of the record as well as documentation and payment purposes. This way the County Auditor will not have a concern on this.

Secondly, I need for you to review the extension notice, sign it and return back along with your confirmation regarding the above by the date and time stated in the notice so as to proceed with an agenda item for Commissioners Court date.

Appreciate your assistance on this matter and please call me should you have any questions.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Requisition

Req # 00195110

PO #

Date: 05/06/11

Bill To: x
x

Vendor : 343587
NORTH AMERICAN WESTERN DATA SYSTEMS
DBA WESTERN DATA SYSTEMS
14722 REGNAL STREET
HOUSTON TX 77039-1042
FAX (281)987-2743

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: Irma Castillo
956-318-2840

Contract No:

Special Instructions:
Req. #46

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Membership Contract Renewal Fee for the Trimble 6 Surveying Equipment-Approved thru C.C. on 10/21/2008 DO NOT DUPLICATE ORDER		
1.00	YEAR	OM Membership Contract Renewal fee for the Satellite and Cellular Phone Systems for the Trimble 6 Surverying Equipment (surveying equipment and accessories purchased from Trimble Navigation Systems and Martin Instruments) membership contract 12-01-2011 to 11/30/2012 (needs to be renewed by 12/01/2011) [PC #92045]	100.00	100.00
		Account No	Encumbrance	
		1-1100-419-10-210-001-0-336	100.00	
			Freight	.00
			Total	100.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-28885 **11. M.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into a 12 month subscription agreement renewal and execute required agreement through vendor Element K for the District Attorney Office in the total amount of $394.96/year through requisition #203021 effective: 9/26/2011 - 9/26/2012:

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1223-412-00-080-007-0-336

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 09/30/2011. Refer to Req #00203021.

Attachments

Element K - DA's Office

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/29/2011 11:05 AM
Budget & Management	Merlen P. Munoz	09/29/2011 11:07 AM
Sylvia Solis	Sylvia Solis	09/30/2011 08:39 AM
Auditor's Office	Angela Garcia	09/30/2011 01:55 PM

Form Started By: Matilde Faz Started On: 09/29/2011 10:15 AM

Final Approval Date: 09/30/2011

Requisition

Req # 00203021

PO #

Date: 09/21/11

Consent
28885
10/4/11

Bill To: x
x

Vendor : 335134
ELEMENT K CORPORATION
500 CANAL VIEW BLVD
ROCHESTER NY 14623
FAX (585)214-5442

Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539

Contact: ROXANA SEGOVIA
956-318-2300

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	OM RENEWAL FOR COMPUTER SERVICES FOR SEPTEMBER 26, 2011 TO SEPTEMBER 26, 2012	394.96	394.96
		Account No	Encumbrance	
		1-1223-412-00-080-007-0-336	394.96	
			Freight	.00
			Total	394.96
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req #203021

ELEMENT K CORPORATION

SUBSCRIPTION

CUSTOMER: **County of Hidalgo**

Effective Date: **09/26/2011**

Address: **100 North Closner**
5th Floor
Edinburg, TX 78539

This is to extend the Element K Master Agreement dated (together with this Addendum, including any Exhibits hereto, the "Agreement"), for an additional term of 12 months from the service start date.

CONTENT SERVICES

Licensed Content to be delivered by means indicated below:

KnowledgeHub KnowledgeHub is a web delivered, Software as a Service accessed through standard web-browsing programs. You will receive password protected access to the specific libraries and/or features noted under the "# of User IDs, Libraries and Other Services" section below. You will also receive password-protected access to the Element K Administration web site with functionality to administer training to Authorized End Users.

Learning Products - Number of User IDs / Courses / Collections

Name	Description	Unit Price	Qty	Line Item Price
Computer Professional - Add-On/Renewal	CP	USD 394.96	1	USD 394.96

During the initial subscription period, Customer may purchase additional IDs, via a mutually executed addendum, for access to the Licensed Content at the same per year pricing as provided herein, and such IDs shall expire one year from purchase.

Term: The initial term of the Content Service identified above shall be for 12 month(s) from the service start date.

Fees: USD 394.96, per year, for a total commitment of USD 394.96

TOTAL FEES FOR SERVICES IDENTIFIED ABOVE

USD 394.96

Purchase Order Requirements: Does CUSTOMER require a Purchase Order? N/A. PO#:
(If yes, a physical copy of the Purchase Order must be attached to this Agreement.)

Credit Card Purchase: Is CUSTOMER paying by credit card? .
(If yes, credit card number and authorization must be provided.)

INVOICING/PAYMENT: CUSTOMER is responsible for all service fees, plus all sales, value-added or other transaction taxes, shipping and duties, payable in US Dollars to Element K at the address specified under "Payment Remittance" below. The transaction(s) between EK and Customer hereunder are taking place, and all payments shall be made, in the United States. Payment in full is due within 30 days of invoice. Invoices will be sent by Element K upon execution hereof, on any renewal date, as may be set forth herein, and as agreed in any applicable Statement of Work.

PAYMENT REMITTANCE: Element K Corporation, Dept 2573, PO Box 122573, Dallas, TX 75312-2573. Federal Tax ID 16-1599429.

BY SIGNING IN THE SPACE PROVIDED BELOW, CUSTOMER HEREBY AGREES TO THE SPECIFIC TERMS SET FORTH ABOVE AS WELL AS THE TERMS AND CONDITIONS SET FORTH IN ALL EXHIBITS APPLICABLE HERETO. THIS AGREEMENT SHALL BE EFFECTIVE UPON THE EFFECTIVE DATE STATED ABOVE, PROVIDED ORIGINALS OR FACSIMILES IN COUNTERPARTS OR OTHERWISE ARE EXECUTED BY THE PARTIES.

CUSTOMER's Authorized Representative

Signature

Name (please print)

Title Date

Element K Corporation's Authorized Representative

Signature

Name (please print)

Title Date

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. DEFINITION OF AGREEMENT. The first page of this agreement (the "Specific Terms"), these General Terms and Conditions, all other Exhibits applicable hereto, any statements of work for Professional Services ("SOW") which may be entered into hereunder, any third party end user license terms and conditions that may be applicable to certain Content licensed hereunder (together, this "Agreement") constitute the entire agreement between CUSTOMER and Element K Corporation ("Element K" or "EK") regarding the Content Services and/or Professional Services identified in the Specific Terms (each, individually, a "Service" and, collectively, the "Services"). The term of Agreement and fees associated with any Service governed by this Agreement shall be as set forth in the Specific Terms. This Agreement supersedes all prior communications, agreements and understandings, oral or written, between CUSTOMER and EK regarding the subject matter of this Agreement, and may only be amended in a writing signed by both parties. No provision in addition to or in conflict with this Agreement contained in any CUSTOMER purchase order or other document shall be binding on EK.

2. TERM. This Agreement shall commence upon the Effective Date set forth in the Specific Terms, and continue in effect as long as any Service covered by this Agreement has an effective term. The following sections of these General Terms & Conditions shall survive termination of this Agreement for any reason: Copyright, Export, Governing Law, Notices, Independent Contractor, No Waiver, Severability.

3. COPYRIGHT. Nothing in this Agreement constitutes a waiver of the rights of EK or any of its third party suppliers under the U.S. Copyright Act or any other Federal or State law or international treaty.

4. EXPORT. CUSTOMER shall comply with all applicable international and national laws that apply to any content or other products provided under this Agreement, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by U.S. and other governments.

5. NO ASSIGNMENT. CUSTOMER may not assign this Agreement without the prior written consent of EK and its third party licensors, if applicable, except to a purchaser of all or substantially all of CUSTOMER's assets (including by means of a merger or similar transaction).

6. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of law. The Convention on Contracts for the International Sale of Goods is excluded, and shall not govern any aspect of this transaction.

7. NOTICES. Notices and other communications hereunder shall be deemed given only when in writing, signed by or on behalf of the person giving the same, and either (i) personally delivered (with receipt acknowledged), (ii) sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent by overnight next business day courier, as follows: if to EK, to 500 Canal View Boulevard, Rochester, New York 14623, Attention: Legal Department; if to CUSTOMER, to the address set forth on the Specific Terms; or to either party at such other address as such party has specified by notice to the other party hereto. All such notices and communications shall be effective (i) when received or receipt refused if delivered by personal delivery or overnight courier, or (ii) upon three days following deposit in the mail if given by certified or registered mail, when delivered to the above address.

8. INDEPENDENT CONTRACTOR. The relationship of CUSTOMER and EK established by this Agreement is that of independent contractors, and this Agreement does not give either party the power to direct or control the day to day activities of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent, franchisor-franchisee, or otherwise participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

9. NO WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing signed by the waiving party to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

10. SEVERABILITY. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

AI-28884 **11. N.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Cooperative Agreements:
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding required for this agenda item. This request is only for authorization to utilize cooperatives.

Attachments

DIR - Carahsoft Technology Corporation

coop list

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/29/2011 11:05 AM
Budget & Management	Merlen P. Munoz	09/29/2011 11:06 AM
Rosalinda Cantu	Rosie Cantu	09/29/2011 11:27 AM
Auditor's Office	Arcilia Duran	09/30/2011 09:14 AM

Form Started By: Matilde Faz Started On: 09/29/2011 09:23 AM

Final Approval Date: 09/30/2011

Consent
10/4/11 28884

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Contract Number: **Dir-Sdd-621**

Result **1-1** of 1.

+Products and Services

Software

Software (1)

+Brand

Agent Logic (1)
Anonymizer (1)
Appistry (1)
Avamar (1)
Blackduck (1)
Blue Lane (1)
Cadapult (1)
Callminer (1)
Cizer (1)
Cloakware (1)

See More

+Vendor/Reseller

See All

Sequel Data Systems,... (1)

+HUB Type

Non HUB (1)

Contracts by Product/Service Category

Product Sub-Type	Contract No.	Vendor Name	HUB Type
Software	DIR-SDD-621	Carahsoft Technology Corporation	Non HUB

< Back to Main Search

Result **1-1** of 1.

Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
(512) 475-4700

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< Return to search results < Return to Main Search

Carahsoft Technology Corporation

URL Vendor Website
Vendor ID 1522189693700
HUB Type Non HUB

DIR Contract Number DIR-SDD-621
Contract Term End Date 1/8/2012
Contract Exp Date 1/8/2012

Carahsoft Technology Corporation
Contact Ellen Ford
Phone (703) 871-8679
Fax 703-871-8505

DIR
Contact Phyllis Benitez
Phone (512) 463-4854
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the Carahsoft Technology Corporation website or contact Ellen Ford at (703) 871-8679.
2. Generate a purchase order, made payable to Carahsoft Technology Corporation. You must reference the DIR Contract Number **DIR-SDD-621** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Overview

Get Adobe Reader

Standard Terms and Conditions PDF - 149 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 397 KB | Updated 09/21/2011
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 17 KB | Updated 03/04/2011
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Available Brands

Agent Logic
Anonymizer
Appistry
Avamar
Blackduck

Available Products & Services

Software

< No thanks, return to search

Additional Contract Information

Amendment 1 (32 KB)
Amendment 2 (46 KB)
Amendment 3 (93 KB)
Amendment 4 (43 KB)
Amendment 5 (93 KB)
Amendment 6 (145 KB)

Reseller Vendor Contacts

Vendor Name	Vendor ID	HUB Type	Contact Name	Phone/Fax	Address
Austin Ribbon & Computer Supplies, Inc.	1742339797900	Woman Owned	Ryan Grant	Phone: (512) 681-6200 Fax: 512-452-0691	9211 Waterford Centre Blvd, Suite 202 Austin, TX 78758
Blue City Studio	1262494567600	Non HUB	Scott Johnson	Phone: 330/601-6390	1665 Saunders Wooster, OH 44691
CDW Government, LLC	1364230110800	Non HUB	Mark Griffith	Phone: (866) 331-2394 Fax: (312) 705-9492	230 North Milwaukee Avenue Vernon Hills, IL 60061
Choice Solutions, LLC	1270385408800	Non HUB	Jim Steinlage	Phone: 913/338-4950 Fax: (913) 338-4948	7015 College Boulevard, Suite 300 Overland Park, KS 66211
INX, Inc.	1760515249906	Non HUB	Brent Blaha	Phone: 512-795-7106 Fax: (512) 795-8844	7600 North Capital Of Texas Hwy. Bldg. #130 Austin, TX 78731
Logical Front, LLC	1651171025900	Non HUB		Fax: (801) 327-0674	3080 Skyvue Cir

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department

"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
7/05/2011	Carrier Corporation	HVAC Equipment, Supplies & Installation Trade Services & Labor for Electrical, Plumbing & HVAC	305-08 375-11	10/1/2008-9/30/2011 6/01/2011-5/31/2014
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013

9/20/2011	Grande Truck Center	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2011-11/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
	Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
9/27/2011	John Deere	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/1/2011-5/31/2014
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
	Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
9/6/2011	Melhart Music Center	Audio Visual Equipment & Supplies	313-09	5/1/2009 – 4/30/2012
6//28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
10/04/2011	**MSC Industrial Supply Co.**	**Building Maintenance, Repair & Operation Supplies & Equipment**	**339-10**	**01/01/2010-05/31/2013**
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
9/20/2011	Radio Communications	Radio Communication Products	364-10	4/1/2011-3/31/2014
9/20/2011	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	379-11	9/1/2011 - 8/31/2014
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2014
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012

	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012
9/20/2011	T&G ID Systems, Inc.	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
	Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10	04/01/2010 - 03/31/2013
5/17/2011	World Wide Imaging Supplies	Office Paper & Toner Products	369-11	05/1/2011 – 04/30/2014

TPSS-Term contracts P.O.s;

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-01/2012
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-11/2011
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-11/2011
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
8/2/2011	BDI Pharma, Inc.	Vaccines and Biologicals	269-A2	02/2012
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2011
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2012
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2	7/2007-9-2011
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2011
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2012
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-L1	11/2008-8/2012 11/2006-8/2012
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-12/2099
2/1/2011	Pollock Paper Distributors	Paper and Plastic Products, Disposable	640-A1	8/2006-11/2011
10/19/10	Precision Delta Corp.	Police Equipment & Accessories	680-A1	1/2010-10/2011
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-11/2012
7/5/2011	Rally			
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2011
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-11/2011 3/2010-2/2012

9/28/2010	TIBH Industries, Inc.	Drug and Alcohol Testing Products	193-A2	7/2007/9/2011
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48” Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
9/6/2011	Texas Laundry Service	Laundry Equipment	500-M1	8/1/2011-7/31/2012
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2012

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 890	1/20/2013 1/20/2013
	A T & T	Telecommunication Contract for Wireless Voice & Data/Cellular Services	597	9/28/2011
9/13/2011	AT&T Corp.	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
6/29/2010 7/05/2011	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc./Lenovo (US, Inc.)	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	673 1364 835	05/15/2012 5/5/2014 12/2012
8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1680	6/7/2015
9/6/2011	CDW Government, LLC	Networking Products & Services, Networking Equipment, Tele-Network Services & Network	1381	6/9/2014
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	838 1369	12/31/2012 5/13/2014
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	1/15/2012
10/4/2011	***Carahsoft Technology Corporation***	**Software**	**621**	**1/8/2012**
6/14/2011	CASO Document Management	Software	1429	7/7/11-7/7/14

5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/11-7/17/13
	Daptiv/CIMA	Software Supplies & Services	841	12/29/2012
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	600 890 1014	11/13/2011 1/20/2013 6/1/2013
9/13/2011	Department of Information Resources	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	12/4/2012
7/27/2010 3/15/2011	Environmental Systems Res. Institution	Software Product and Services	1637	3/3/11-3/3/15
2/8/2011 2/14/2011	MTM Technologies, Inc.	Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment	1469 1585	8/17/2011- 8/17/2014
09/06/2011	Paradigm Systems Solutions, Inc.	Computer Solutions,	1365	06/10/11-06/20/14
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
10/04/2011	***Sequel Data Systems***	**Software**	**621**	**1/8/2012**
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	12/18/2012 1/20/2013
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
7/12/2011	SHI Government Solutions, Inc.	Hardware and Peripherals and Related Services	810	12/18/2012
9/13/2011	Shoretel, Inc. Authorized Dealer Richline Technical Services	Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment	1603	9/27/2014
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
2/8/2011	Sprint Solutions, Inc.	Tele-Wireless Data and Wireless/Cellular	611	11/19/2011
6/29/2010	Verizon Wireless	Wireless Voice & Data Services and Equipment	604	10/2/2011
	Votec	Software	937	2/27/2011-2013

TPSS-TXMAS contracts;

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013

8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060	5/10/2006-10/26/2011
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-1/31/2015
3/22/2011	Copy Graphics Inc	Office Imaging and Document Solutions/Copying Equipment	5-36050-3	12/11/2001-9/30/2011
	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
8/9/2011	Eagle Mountain Flag and Flagpole	Flags, Banners, Pennants, and Related Products	7-780160	8/23/2007-5/31/2012
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
09/06/2011	Ergogenesis, LLC	Office Furniture	11-71080	07/14/2011-05/05/2016
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
6/21/2011	Gateway Printing & Office Supply, Inc.	Office Products/Supplies & Services & New Products/Technology	5-75020-13	7/7/2005-5/31/2012
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
8/2/2011	MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013
05/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	5-03FAC020	12/08/2004-07/13/2014
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-1/27/2012
6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	9-840100	8/10/2009-5/14/2014
	MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
9/21/2010	OCE North America, Inc.	Office, Imaging & Document Solutions Copying Equipment	2-36010	8/1/2002-9/30/2011

12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
8/16/2011	SimplexGrinnell, LP	Fire Alarm & Suppression Services	5-03FAC010	12/6/2004-6/26/2013
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2016
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2015
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
8/9/2011	Teknion dba WorkSpace Solutions, Inc.	Office Furniture	3-7110570-4	9/22/03-3/8/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 10/26/2011
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	11-23V070	07/16/2011-05/31/2012
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-7/31/2015
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-2/28/2014
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	5/31/2004-11/30/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	5/31/2004-11/30/2011

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2012 7/23/2012
8/30/2011	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor and Materials Professional Consulting and Other Related Services	3042811 2052810	4/28/2012 5/28/2012

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-9/30/2011
9/14/2010	DACO	Daco Fire Equipment (Converter)	FS12-09	3/1/2010-11/30/2011
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	RQ09-997736-42D	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2013
	Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A	10/7/2005-9/30/2011
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
	The Home Depot	Maintenance/Hardware Supplies	05091	12/1/2008-11/30/2011
	Zep	Janitorial Supplies	2007-118-3034	12/31/2011
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

TCPN;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705	9/30/2006-9/30/2011
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-9/30/2011
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-9/30/2011
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	7/12/2010-2/28/2015
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
6/28/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-5068	06/01/2011-05/31/2016
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-9/30/2011
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5045	10/13/2010-9/30/2017
05/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	Troxell Communications	Audio Visual Equipment and Services	R4708	9/30/2006-9/30/2011
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0404D	3/31/2016
	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J	
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
6/29/2010	Galls/Aramark		GS-07F-0157M	
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013
	Tactical Gear Now, Inc.		GS-07F-5508R	
10/4/2011	**Ultrabac**	**General Purpose Commercial Information Technology Equipment, Software and Services**	**GS-35F-0243K**	**02/03/2015**

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
9/21/2010	Daco Fire Equipment	Fire Apparatus (All types)	FS12-09	3/1/2010-11/30/2011
	EF Johnson Co.	Communications Equipment & Services	RA01-08	

	Motorola	Communication Equipment & Services	RA01-08	12/31/2011
12/21/2010	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	12020-PBI	12/18/2013

***Denotes: New Vendor added for approval**

Contract Renewed

AI-28875 **11. O.**

CC CONSENT

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the option to renew/extend the following contracts as stipulated and provided in the contracts under the same rates, terms and conditions for the following:

1. C-08-199-09-30-Lease of Office Space in Las Milpas for the WIC Program with Antonio Esparza, M.D., Rentals;
2. C-10-304-10-12-Contraceptives-Patch for Hidalgo County with Prescription Supply, Inc.;
3. C-09-209-10-06-Record and delay Broadcast of Hidalgo County Commissioner's Court Meetings with RGV Educational Broadcasting, Inc.;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-001-1-441

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

ANTONIO ESPARZA MD RENTALS

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-003-0-604

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PRESCRIPTION SUPPLY INC.

FISCAL YEAR: 2011 ACCT. #: 1-1100-413-30-125-004-0-320

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

RGV BROADCASTING-90 DAYS EXTENSION

Attachments

Antonio Esparza MD-1 Yr Extension

Prescription Supply Inc.-1 Yr Extension

RGV Broadcast-90 Day Extension

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/29/2011 11:02 AM

Budget & Management	Merlen P. Munoz	09/29/2011 11:05 AM
Auditor's Office	Angela Garcia	09/30/2011 01:55 PM

Form Started By: Rocio Villarreal Started On: 09/28/2011 04:53 PM

Final Approval Date: 09/30/2011

PURCHASING DEPARTMENT
County Of Hidalgo

September 27, 2011

CERTIFIED MAIL
7099 3220 0002 9745 6463
Via-Facsimile (956) 783-9679

Antonio Esparza, MD, Rentals
Antonio Esparza, D, President-Owner
900 W. Sam Houston, Ste. 1
Pharr, Texas 78577

Re: Extension of Agreement No. C-08-199-09-30-Lease of Office Space in Las Milpas-WIC Clinic

Dear Dr. Esparza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of October 4, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, September 29, 2011,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-08-199-09-30

THIS LEASE is made and entered into by and between, **Antonio Esparza, M.D. d/b/a Antonio Esparza, MD, Rentals.** of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A" attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period beginning **October 19, 2008** and ending on **October 18, 2011**, with an option to extend for one (1) additional year. Lessee also reserves the right to continue this Lease for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

Termination

1.2 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.3 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **$2,772.00** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 3105 W. University, Edinburg, Texas 78539 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property.

Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessee's Duty to Repair

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting form negligent for willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's Duties to Repair

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Additional Duties of Lessor

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within reasonable time following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on

the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion,

aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverage to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessee to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of

Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

Partial Damage or Destruction

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can not reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or

in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or

reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relating, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may, following reasonable Notice to and opportunity to cure by Lessor, elect to vacate

the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublease must assume all of Lessee's obligations under this Lease, in which event Lessee shall be released from its obligations under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Antonio Esparza, MD, Rentals
Attn: Antonio Esparza, MD
900 W. Sam Houston, Ste. 1
Pharr, Texas 78577

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the

agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority,

civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the 2 day of October, 2008.

LESSOR:

Antonio Esparza, MD, Rentals

By: _____

Printed Name: Antonio Esparza, M.D

Title: President

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LESSEE:

HIDALGO COUNTY, TEXAS

By: _____
Juan D. Salinas, III, County Judge

Approved on Commissioners' Court September 30, 2008

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"

Legal Description

All of Lots 7, 8, 9 and 10 Block 1, UNIVERSAL ESTATES SUBDIVISION UNIT NO. 1, in Addition to the City of Pharr, Hidalgo County Texas, according to the map recorded in Volume 25, Page 46, Map Records in the Office of the County Clerks of Hidalgo County, Texas, reference to which is here made for all purposes.

EXHIBIT "A"

HIDALGO COUNTY WIC PROGRAM
"Lease of Office Space Las Milpas-WIC Clinic"
BID No.2008-199-09-17-SMA

INSTRUCTIONS TO BIDDERS:
These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to the, invitation to bid.

- Please review this document in it's entirely. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of the bid package.

SCOPE OF SERVICES: Building should be in good working condition to provide as follows:

SPECIFICATIONS:

1. Said office space shall have the designated rooms or areas for conducting of the following WIC functions:
   - Waiting area, reception area, file room, nutrition education classroom, counseling room, issuance of food cards via computers, computer area, screening room, lab, immunization and lactation rooms, a lounge area and two (2)storage rooms.
   - Said office space must be located in a major thoroughfare in Las Milpas.

2 Building must provide a minimum of 2,000 square feet to a maximum of 3,400 square feet of available tile floor space to perform WIC services. Building be well insulated with an ERA rating of minimum of eleven (11).

3. The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.

4 Building premises must have handicapped accessible restroom facilities for both men and women and separate restroom facilities for employees.

5. The public parking lot must consist of at least twenty (30) parking spaces should be made available with at least two (2) designated handicap parking spaces, with ramp

access available from such spaces and (10) parking spaces for staff should be available leading to the building.

6. Bid premises must have water, sewer, and electricity, central air and heating of the entire building including garbage pick up.

7. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire building free of mold at all times.

8. Building shall be safe from rodents & insects prior to occupancy by the WIC Program staff. Also be responsible and at Lessor's expense for pest control throughout term of this contract and floor maintenance throughout term of this contract/lease.

9. Lessor must provide documented proof that the building is asbestos free.

10. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

11. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

12. The floor plans of the building will be constructed according to the WIC Director. If present building needs renovations; the renovation work be made by Lessor and the Lessor's cost and work must be completed 90 days from the date of contract/lease award and execution of the contract/lease or the award will become void/null;

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. Bidder must maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached**.

2. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor's for repair and restoration purpose.

3. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, (ADA) and 90 days from the date of awarding bid or the award will become void/null. Lessor must provide legal description of the property.

4. Bidder must charge by the square foot for the rental space.

TERMS & CONDITIONS:

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause:

2.. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to hold bids for a period of sixty (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires
   (b) Delivery and acceptance of products and/or performance of service ordered, or
   (c) Terminated by County with sixty (60) day's written notice prior to cancellation.

7. All cost and expenses associated with the preparation and submission of (bids proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

8. Bidder must provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, September 10 ,2008 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY, September 12, 2008 @ 5:00 P.M.

EXHIBIT "B"

BID FORM

EXHIBIT "B"

HIDALGO COUNTY WIC PROGRAM
"Lease of Office Space in Las Milpas –WIC Clinic "
BID No.: 2008-199-09-17-SMA
BID FORM

Initial three (3) years term with an additional one (1) year-renewal:

Monthly charge for "Lease of Office Space in Las Milpas-WIC Clinic" as requested, but not limited to, in the specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial three (3) years term with an additional one-year (1) renewal at the County's option to renew.

Price at $ 0.90¢ **per square foot.**

Proposed Building Total Quantity of 3,080 **sq. ft.**

TOTAL MONTHLY BID PRICE: $ 2,772.00 (two thousand seven hundred seventy two and 0/100 –)

Proposed (address) Location: 7013 S. Caye Ste. F **,Las Milpas**

Zip code 78577

BIDDER/COMPANY NAME: Antonio Esparza, M.D., Rentals

ADDRESS: 900 W. Sam Houston, ste 1

CITY: Pharr STATE: TX ZIP CODE: 78577

PHONE No: 956-783-1000 FAX No. 956-783-9679

AUTHORIZED SIGNATURE: _____

PRINTED NAME: Antonio Esparza, M.D.

TITLE: President - owner

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NO: ANTON-2

DATE (MM/DD/YYYY): 09/24/08

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Antonio Esparza, M.D.
900 W. Sam Houston Ste 1
Pharr TX 78577-5232

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Safeco Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	02BP49031830	07/31/08	07/31/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 1000000 $ 10000 $ 1000000 $ 2000000 $ INCLUDED
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A		OTHER Property	02BP49031830	07/31/08	07/31/09	Building Contents	1,358,000 129,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
7013 S. Cage, Pharr, TX 78577 (Las Milpas)

CERTIFICATE HOLDER

HIDCOPD

County of Hidalgo
Purchasing Department
Marta L. Salazar
2812 S. Business Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
SHEPARD WALTON KING INS. GROUP

© ACORD CORPORATION 19

PURCHASING DEPARTMENT
County Of Hidalgo

September 19, 2011

Prescription Supply, Inc.
William Van Metre,
Director Bids & Contracts
2233 Tracy Road
Northwood, OH 73619-1326

CERTIFIED MAIL
7099 3220 0002 9745 6463
Via Email: wvanmetre@prescriptionsupply.com

Re: Extension of Agreement No. C-10-304-10-12-Contraceptives-Patch for Hidalgo County

Dear Mr. Van Metre:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of October 4, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, October 22, 2011,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-10-304-10-12

THIS AGREEMENT (the "Agreement") is entered on October 12, 2010 by and between **Prescription Supply, Inc. a Ohio Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **" Contraceptives-Patch," on an "As Needed Basis Only"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Contraceptives- Patch"** in the areas of **HIDALGO COUNTY** projects for a period of (1) one year commencing from October 12, 2010 to October 11, 2011 with the County sole option to renew for an additional one year under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during

the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Prescription Supply, Inc.
Attention: William VanMetre, Director Bids and Contracts
2233 Tracy Road
Northwood, OH 43619

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for

convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, October 12, 2010

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: _____

HIDALGO COUNTY

By: _____ Com. Pct-3
Rene A. Ramirez County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor:
By: _____
Printed Name: William Van Metre
Title: Director of Bids & Contracts
Date: 10-29-2010

Exhibit "A"
Request for Bid (RFB)
Procurement Packet

Bid No: 2010-304-09-08	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT
"CONTRACEPTIVES-PATCH"

BID OPENING DATE

SEPTEMBER 08, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"Contraceptives- PATCH - Hidalgo County Health Department"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-304-09-08-YZV-Contraceptives-Patch – Hidalgo County-Health Department "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 08, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2010-304-09-08-YZV-RFB-CONTRACEPTVIES-PATCH – Hidalgo County-Health Department".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:
- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"Contraceptives – Patch -Hidalgo County Health Department"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office
Ray Eufracio, County Auditor
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**September 08, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY-HEALTH DEPARTMENT
"Contraceptives - Patch"
BID NO.: 2010-304-09-08-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"

HIDALGO COUNTY-HEALTH & HUMAN SERVICES

"Contraceptives- Patch"
BID Nº 2010-304-09-08-YZV

Instructions to Bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to the, Invitation to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

Specifications:

Birth Contraceptive Patch:

Ortho-Evra (Norelgestromin/Ethinyl Estradiol Transdermal system) Ortho Evra is a transdermal Contraceptive Patch.

1. Each Contraceptive Patch has a contact surface area of 20 cm.
2. Each Contraceptive Patch will contain 6.00 mg Norelgestromin and 0.75 mg. Ethinyl Estradiol (EE).
3. It will release 150 micrograms of Norelgestromin and 20 micrograms off Ethinyl Estradiol (EE) to the bloodstream for twenty-four (24) hours.
4. Ortho-Evra should be the first weekly form of birth control. A new patch is used once a week, for three (3) consecutive weeks each month with the forth (4) week being "Patch-Free".
1. Generic Brand will be compatible to Depo-provera. (or equivalent to).

Requirements and/or Terms and Conditions:

Term:

Term of contract will be for a one (1) year term, with a county's option of an additional year under the same terms and conditions.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract.

Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.

Market Volatility and Unit Price Adjustment:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect cost for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the county Purchasing Agent, the county may review evidence to prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the county.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the county allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and are process at time of price change.

2) **Price Reduction:** Vendor shall notify the county at the time when the vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the vendor to notify the county of a decrease in costs for items and/or supplies, for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the county in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that

it desires to have the price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The county too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the county to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the county may at its own discretion, conduct temporary price adjustment reviews at any time. The county Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, September 01, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, September 03, 2010 by 5:00 p.m.**

EXHIBIT "B"

BID PAGE

Hidalgo County – Health & Human Service Department
"CONTRACEPTIVES –INJECTION & PILL"
BID Nº 2010-304-09-08-YZV

Initial one (1) year term with an **additional** one year term:

Birth Control Pill – PATCH		
	Price	Pack Size
Each	$	
Total Per Pack	$	
Vendor Notes:		

Bidder/Company Name:_____

Address:_____

City/State/Zip Code:_____

Phone Nº:(___)_____ Fax Nº:(___)_____

Cell Nº: (___)_____email:_____

Authorized Signature:_____

Printed Name:_____

Title: _____Date: _____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A
	INSURER B
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thr Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 28 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesse receive a fair and equal opportunity for participation in the County's procurement process. This fact holds tru for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontrac thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities t Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HU subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" th contractor/vendor must have been certified by, and hold a current and valid certification with any of the thre agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and

- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Exhibit "B"
Bid Page

EXHIBIT "B"

BID PAGE

Hidalgo County – Health & Human Service Department
"CONTRACEPTIVES –INJECTION & PILL"
BID Nº 2010-304-09-08-YZV

Initial one (1) year term with an **additional** one year term:

Birth Control Pill – PATCH		
	Price	Pack Size
Each	$ 72.19	6x3
Total Per Pack	$ 433.18	
Vendor Notes:		
NDC# 00062-1920-15		

OPENED
9:46am
9-8-201
Witnesse

Bidder/Company Name: Prescription Supply Inc.

Address: 2233 Tracy Road

City/State/Zip Code: Northwood Ohio 43619

Phone Nº: (~~800~~) 888-807-2641 Fax Nº: (513) 353-0538

Cell Nº: ( ) N/A email: WVANMETRE@PRESCRIPTIONSUPPLY.COM

Authorized Signature: Will Van Metre

Printed Name: William Van Metre

Title: Director of Bids & Contracts Date: 9-3-2010

Attn:
Prescription Supply Inc.
2233 Tracy Road
Northwood, Ohio 43619-1326

Exhibit "C"
Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SW PRESS20 | DATE (MM/DD/YYYY) 09/03/10

PRODUCER
Knight Crockett Miller
Insurance Group
22 North Erie Street
Toledo OH 43604-6943
Phone: 419-241-5133 Fax: 419-321-5280

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATI ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND O ALTER THE COVERAGE AFFORDED BY THE POLICIES BELC

INSURED
Prescription Supply, Inc.
Tom Schoen
2233 Tracy Rd.
Northwood OH 43619

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Westfield Group	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	TRA1150438	09/01/10	09/01/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	TRA1150438	09/01/10	09/01/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$500,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $0	TRA1150438	09/01/10	09/01/11	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TRA1150438	09/01/10	09/01/11	WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HILDCO1

Hildalgo County
2812 South Business Hwy. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Kenneth R. Knight

© ACORD CORPORATION 1

PURCHASING DEPARTMENT
County Of Hidalgo

September 27, 2011

CERTIFIED MAIL
7099 3220 0002 9745 6487
Via-Facsimile (956) 421-4150

Debrah L. Ratliff, Membership Manager
RGV Educational Broadcasting, Inc
1701 Tennessee Avenue
Harlingen, Texas 78550

Re: Extension of Agreement No. C-09-209-10-06-Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings

Dear Ms. Ratliff:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise a (90) Ninety Day Extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of October 4, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, September 29, 2011,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
SERVICE CONTRACT
C-09-296-10-06

This AMENDMENT to the CONTRACT between **RGV Educational Broadcasting, Inc.**, (the "Company") and **HIDALGO COUNTY** (the "County"), effective the 7th day of December, 2010, is made between the Company and the County, (the "Amendment"), as follows:

WHEREAS, Company and County entered into a Contract, October 13, 2009, in which the Company agreed to provide professional services to conduct **"The Recording and Delay Broadcast of Hidalgo County Commissioners' Court Meetings"** for Hidalgo County (the "Service");

WHEREAS, the County desires to eradicate "The recording of Hidalgo County Commissioners Court Meeting" requirement to the Agreement of services provided by the Company;

WHEREAS, the parties desire to amend the Contract as further hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Company and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Company and County hereby agree to the following Amendment to the Contract:

1. County desires to remove from agreement the recording of Hidalgo County Commissioners' Court Meeting.

2. Company agrees to provide Broadcasting of the Hidalgo County Commissioners' Court Meeting for the amount of $1,100.00 per meeting.

3. The program will be delivered by County to Company by 3 p.m. on the day of broadcast, on DVD or other media approved by Company.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 12/7/10

RGV Educational Broadcasting, Inc.

John Ross, President and CEO

Approved as to Form:

HIDALGO CO. DISTRICT ATTORNEY

By: _____
Josie L. Ramirez
Asst. Criminal District Attorney

12/7/10

authority to enter into an annual support and maintenance agreement in the amount of $12,600.00 per year.

14. AI-24174 Exemption from Competitive Procurement Requirements:

a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Section .024 (a) (3)-"an item necessary because of unforeseen damage to public property", and (7)"an item that can be obtained from only one source, including":(D)-"captive replacement parts or components for equipment;"and (11) "vehicle and equipment repairs";

approved

b. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipment from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2011

approved

c. Requesting authority to purchase parts for County-owned heavy equipment and machinery from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to purchase through December 31, 2011.

approved

Through all funding sources:

a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Section .024 (a) (8) (d) "an item of food for Sheriff's Office, Adult Detention Facility (aka, County Jail), Juvenile Probation, Adult Probation & Texas Agrilife Extension Service, including all other Hidalgo County Departments, Elected Office, Programs and/or Agencies requiring food purchases;

approved

b. Pursuant to same statute, specifically 262.024 (d), action on the following:

(1) Solicitation of at least three (3) quotes by:

approved 1-3

(a) telephone; or,
(b) written quotations;

(2) Set the intervals for the solicitation of quotes for:
(a) current & historic time frame is 30 days;
(b) Other as approved_____;

(3) Presentation for approval of the proposed draft solicitation quote/bid form including terms, conditions, requirements, and draft agreement for vendors awarded contracts.

15. AI-24268 Requesting approval to amend the current agreement between Hidalgo County and RGV Educational Broadcasting, Inc., for the "The Recording and Delay Broadcast of Hidalgo County Commissioners' Court Meetings" reflecting the reduction of the "recording/taping" fees of the contract along with other pertinent conditions under contract #C-09-296-10-06 as the recording/taping of the CC meetings will be undertaken by the City of Edinburg through an interlocal which includes the use of the City Commission Chambers to hold and conduct Hidalgo County CC meetings commencing 1-01-11.

approved

B. Pct. 1

1. AI-23776 a. Recommendation that CC reject the bids received (under project #2010-263-10-06ERT) with authority to re-advertise in order to modify unclear specifications, terms and conditions for: "Hauling Services for Millings Material" for Hidalgo County Precinct #1;

approved

b. Recommending that CC exercise the sixty (60) day grace period extension (as provided in current agreement) between Hidalgo County and Universal Truckers, Inc. so as to have no lapse in service while procurement process is completed effective 12-23-10 through 2-22-11.

approved

2. AI-23852 Recommending award of bid and approval of contract to sole bidder Frontera Materials-meeting all specifications/requirements attached hereto for: Hidalgo County Precinct No. 1- "Aggregate

approved

RGV Educational Broadcasting, Inc.

KMBH-DTV38 / KMBH-FM 88.9 / KHID-FM 88.1
P O Box 2147 / Harlingen, TX 78551 / Ph. 956-421-4111 / FAX 956-421-4150
www.kmbh.org
It's all about education!

August 27, 2010

Rocio Villareal
Contracts Manager
2812 Business Highway 281
Edinburg, Texas 78539

Dear Ms. Villareal,

This letter is to officially agree to the same rate, terms and conditions of year one for year two of the contract between RGV Educational Broadcasting Inc. and Hidalgo County to record and delay broadcast the Hidalgo County Commissioners Court Meetings (C-09-296-10-06).

We thank you for your support and for helping us provide quality programming for the entire Rio Grande Valley.

If you have any questions or need further information please feel free to contact me at (956)421-4111 or at dalcalde@kmbh.org.

Regards,

Dianna Lee R. Alcalde,
Business Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-296-10-06

THIS CONTRACT is made and entered into this **13th** day of **October, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **RGV Educational Broadcasting, INC.,** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"The Recording and Delay Broadcast of Hidalgo County Commissioners' Court Meetings"** (the "Service"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services **Hidalgo County** for a two (2) year term. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the

term of this Contract and shall be obligated to render and provide the Services in accordance with the specifications within Hidalgo County. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the services, and devote such time as is necessary to safety and efficiently provide the Services.

3. This Contract shall be for a period beginning October 13, 2009 and ending on October 12, 2011 and may be extended at the sole discretion of County for an additional ninety (90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend the contract for an additional year.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all

persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **RGV Educational Broadcasting INC.**
Attn. Pedro Briseno
1701 Tenneessee Avenue
Harlingen, Texas 78550

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: RGV Educational Broadcasting Inc

By:_____

Printed Name: Pedro Briseño

Title: President / General Manager

Approved by Commissioners' Court on 11/10/09

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB)

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

"Record & Delay Broadcast of Hidalgo County" Commissioners' Court Meetings – Hidalgo County Bid No: 2009-296-07-29-YZV

1. **Request For Bid Letter.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 3 page.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Draft Service Contract consisting of 5 pages.**
9. **Certification Regarding Debarment 1 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

7-8-09
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

July 13, 2009

RE: Hidalgo County

Request for Bids – "Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings"

Bid Nº 2009-296-07-29-YZV

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB

Hidalgo County Purchasing Agent

MLS/yzv

★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-296-07-29	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT
"Record & Delay Broadcast of Hidalgo County Commissioners Court Meeting"

BID OPENING: JULY 29, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings-Hidalgo County"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2009-296-07-29-YZV- Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings-Hidalgo County "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JULY 29, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2009-296-07-29-YZV- RFB-Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings – Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general

kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings- Hidalgo County"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County – Auditor's Office
  Ray Eufracio, County Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956)318-2511

16. Schedule of Events

Bid Opening, 9:30 AM	**JULY 29 , 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

17. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo

County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

20. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County

reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings"
BID NO.: 2009-296-07-29-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

"EXHIBIT A"

Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings and other related Services
Hidalgo County
Bid No: 2009-296-07-29-YZV

REQUIREMENTS

1. Hidalgo County is seeking a qualified vendor to record and delay broadcast the Hidalgo County Drainage District #1 Board of Directors and Commissioners' Court Meetings;

   a) Pursuant to Article §81.005 (a) (Term of Court Meetings) of the Texas Local Government Code, Hidalgo County Commissioners' Court "Regular Term" meetings for 2009. **This action made upon by Hidalgo County Commissioners Court on a yearly basis and may not follow current schedule:**

Week of the Month:	***Last Week of the Month***
Day of the Week:	Tuesday
Time of the day:	**1:30 p.m.**

   Hidalgo County Drainage District #1 holds meetings in accordance with Chapter 551, Texas Government Code; which are currently scheduled for 1:00 p.m. or otherwise directed by HCDD#1 on all Tuesdays *or as otherwise directed by HCDD #1.*

   b) Hidalgo County holds "Special Meetings" in accordance with Chapter 551, Texas Government Code; which currently are scheduled @ **1:30 p.m. or otherwise directed by Hidalgo County on all other Tuesdays or *as otherwise directed by Hidalgo County*.** However, these are subject to change if necessary and at the sole discretion of Hidalgo County/Hidalgo County Drainage District #1 and applicable statutes as to the posting of such meetings. **All special meetings will follow the term of Commissioners' Court.**

2. Contractor must possess all equipment necessary to render services required. All installation of any such equipment will be at contractor's expense including all repair maintenance of said equipment.

3. The initial term of the contract will be for a two (2) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year period under the same rates/fees, terms and conditions.

4. Hidalgo County reserves the right to continue this bid for an additional ninety (90) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

5. Hidalgo County will not allow the contractor to pre-empt any schedule broadcast of this program. Provider and Hidalgo County reserve the right to seek underwriting for the program.

6. All arrangements for on-air broadcast of this program are subject to the regulations of the Federal Communications Commission (FCC), to other laws governing broadcasting, and to standard broadcasting practice.

7. Either party may terminate the agreement within thirty (30) days upon written notice. Contractor will continue providing services until new vendor is awarded in the event that contractor exercises the 30-day written termination notice.

8. On-air credit consists of up to at least three (3) credits at the open and close of the program. Each credit should be at least twenty (20) seconds long.

9. Hidalgo's County Drainage District #1 and Commissioners Court meetings will be broadcast in their entirety.

10. In the event of a cancellation of an Hidalgo County Hidalgo County Drainage District #1 and/or Commissioners' Court Meeting slated for Recording and Delay Broadcasting, Hidalgo County will notify, in writing, the awarded vendor/company, via e-mail the cancellation of such meeting by 5:00 pm (CST) the Monday before said meeting is scheduled to be held. Notification will be made *by Monica Badillo, Hidalgo County Court Administrator, phone: (956) 292-7025; Fax (956) 292-7034 to:*

_____.
Awarded Company

11. Hidalgo County will be provided the following copies:

    a) Five (5) DVD unedited copies (if produced)
    b) Five (5) DVD edited copies (if produced)
    c) Audio and Wave File

12. Hidalgo County Commissioners' Court meetings are to be broadcast Valley wide particularly in Hidalgo County.

13. Current air time for the delay broadcast of entire Commissioners Court meetings is on Tuesday evening at 10:00 pm. Hidalgo County wishes to improve the air time slot for the delay broadcast of the Commissioners Court meetings.

    Bidders are asked to designate & commit to an earlier time slot from 7:00 p.m. to 9:00

pm but in no event commencing later than the current 10:00 pm air time. Delay broadcast must occur after Commissioners Court meetings Tuesday through Friday of the same week.

Hidalgo County additionally requires an additional 30 minutes time allotment for Public Information Purposes on the 1st week of the month) to air on the same day of the week, between the hours of 7 PM to 10PM with 9:30 PM being the latest, throughout the term of the contract.

14. Commissioners Court, at its sole discretion may consider an earlier time slot (from its present air time of 10:00 pm) as a determining factor in awarding the bid in order to make the Commissioners Court meeting delay broadcast more accessible to all Hidalgo County residents.

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Record and Delay Broadcast of Hidalgo County and Hidalgo County Commissioners' Court minutes and related Services" Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the bid awarded as the Provider is the same as the one selected by Hidalgo County, the awarded bidder shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIEES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIREIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, JULY 22, 2009 BY 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, JULY 24, 2009 by 5:00 p.m.

Exhibit "B"

"Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings - Hidalgo County"

Bid No. 2009-296-07-29-YZV

BID PAGE

Program/Series:_____

Air Time:_____

Air Date Schedule:_____

Recorded on Site: Hidalgo County Administration Building, 1st Floor- Edinburg, TX

Term of Contract: The contract will be in effect for a period of one (1) year from bid award date with County's option to renew (2) one year terms.

Bid Options:

A) 1st Year Production Underwriting Price: $_____

B) 2nd Year Production Underwriting Price: $_____

C) 3rd Year Production Underwriting Price: $_____

D) Yearly Public Service Announcement Price : $_____

Bidder/Company Name:_____

Address: _____

City/State/Zip Code:_____

Phone Nº_____Fax Nº_____Cell Nº_____

Authorized Signature:_____

Printed Name:_____

Title:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L EACH ACCIDENT	$
					E.L DISEASE-EA EMPLOYEE	$
					E.L DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: %

(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above [illegible] EDUCATIONAL BROADCASTING INC.

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1701 Tennessee Avenue

Requester's name and address (optional)

City, state, and ZIP code
Harlingen, TX 78550

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
7 1 4 2 3 2 4 4 9 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/13/09

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

AI-18449 **26.A.8.**

Approval of contract document-RGV Educational Broadcasting, Inc.

CC REGULAR

Date: 11/10/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval of awarded contract document with RGV Educational Broadcasting, Inc., reflecting the effective date of October 13, 2009 as approved by CC on 10-6-09 in connection with the taping and rebroadcast of Hidalgo County Commissioner Court and HCDD#1 meetings.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-413-30-115-017-0-320
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$28,000.00 available balance as of 11/06/09. Sufficient funding for end of year expenditures. rc

Attachments

Link: Contract
Link: Agenda Backup of 10-06-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/06/2009 03:52 PM	APRV
2	Budget & Management	Erika Zamora	11/06/2009 04:05 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/06/2009 04:49 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Rocio Villarreal Started On: 11/06/2009 02:19 PM
Final Approval Date: 11/06/2009

EXHIBIT "B"

BID PAGE

Exhibit "B"

"Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings - Hidalgo County"

Bid No. 2009-074-07-01-YZV

OPENED
9:58am
7/29/09
Witnessed

BID PAGE

Program/Series: "Hidalgo County Commissioner's Court Meetings"

Air Time: 8:00 p.m. to 10:00p.m.

Air Date Schedule: Thursday

Recorded on Site: Hidalgo County Administration Building, 1st Floor- Edinburg, TX

Term of Contract: The contract will be in effect for a period of one (1) year from bid award date with County's option to renew (2) one year terms.

Bid Options:

A) 1st Year Production Underwriting Price: $ 80,400.00

B) 2nd Year Production Underwriting Price: $ 84,420.00

C) 3rd Year Production Underwriting Price: $ 88,641.00

D) Yearly Public Service Announcement Price : $ -0-

Bidder/Company Name: RGV Educational Broadcasting Inc. KMBH DT-38

Address: 1701 Tennessee Avenue,

City/State/Zip Code: Harlingen, Texas 78550

Phone Nº 956-421-4111 Fax Nº 956-421-4150 Cell Nº 956-497-1082

Authorized Signature:

Printed Name: Pedro Briseno Diana Alcalde, Business Manager

Title: President/General Manager

EXHIBIT "C"

CERTIFICATE OF INSURANCE

Certificate of Coverage

Date: 6/17/2009

Certificate Holder
Diocese of Brownsville
1910 E Elizabeth Street
PO Box 2279
Brownsville TX 78522-2279

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
RGV Educational Broadcasting, Inc.
PO Box 2147
Harlingen TX 78551

#7411

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property					
					Real & Personal Property	
	General Liability				General Aggregate	
	☑ Occurrence				Products-Comp/OP Agg	
	☐ Claims Made	0007	7-1-2009	7-1-2010	Personal & Adv Injury	
					Each Occurrence	1,000,000
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability					
					Each Occurrence	
	Other					
					Each Occurrence	

Description of Operations/Locations/Vehicles/Special Items
General Liability coverage only extends for claims arising out of the KMBH-TV/60 crew which records Commissioner's meetings every Tuesday of every month at the Hidalgo County Courthouse. The National Catholic Risk Retention Group participates in the limits outlined above through policy #RRG1001908.

Holder of Certificate

Additional Protected Person(s)

Hidalgo County
100 E Cano, 4th Floor
Edinburg TX 78539

0261000138

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Joseph T. Zwernemann